

which have been entered into without any definite arrangement as to time, are held to be contracts for a year, is by no means an inflexible rule, (a) but that it is a presumption to be raised from contracts of the same kind; and that the judge at a trial is not authorized to lay down any general rule upon the subject. There are cases in which undoubtedly a rule of law is laid down to the jury. Thus, in the case of a deed, the instruction being under seal, imports the existence of a valid consideration. So, a promissory note or a bill of exchange also imports a consideration. These are rules of law; and upon these points the judge does not ask the opinion of the jury. So twenty years' adverse possession (without reference to the late statute) will import a right of possession. That also is a rule of law, upon which the opinion of the jury would not be asked."

Creswell, J., remarked that in some of the earlier cases upon the questions of settlement, Lord Kenyon directed the justices at sessions in stating a case themselves to draw the conclusion of a hiring, but said that he "must have meant a conclusion of fact, not of law—as to whether or not there had been a yearly hiring."

A passage to the same effect from the opinion of Erskine J. will be found quoted in sec. 8, *post*.

The same conception is evidently implied by the language used in the cases already cited and those to be noticed below, especially those (cited in sec. 11, *post*) which recognize the principle that the presumption of an annual hiring is rebuttable by evidence of a custom permitting the engagement to be put an end to by notice.

6. General hiring not within Statute of Frauds—Since the contract to serve for a year under a general hiring is implied from the circumstances and not expressed, a writing is not necessary to authenticate it. (b)

II. PARTICULAR CIRCUMSTANCES RELIED UPON TO REBUT OR CORROBORATE PRESUMPTION AS TO A GENERAL HIRING.

7. Inference where the evidence is merely that services were rendered—It has been laid down, as a general principle, that, where there is not a hiring in express words, but the nature of the service implies a precedent hiring, the court will go

(a) This expression was repeated by Pollock, C.B., in *Fairman v. Oakford* (1860), 5 H. & N. 635 (see the passage quoted in sec. 9, *post*).

(b) *Beeston v. Collyer* (1827), 4 Bing. 309. Compare the American rulings to the effect that the yearly hiring which is inferred from a continuance of service after the conclusion of the first year is not within the statute: *Lines v. Superintendents* (1885), 58 Mich. 503; *Tatterson v. Suffolk Mfg. Co.* (1870), 106 Mass. 57.