in that at bar the original hiring was for a year by express stipulation. But this, if a distinction at all, is a distinction which evidently makes against rather than for the view of the Court.

This special reason for doubting the correctness of the judgment is of course quite disconnected from the doctrine as to the implied duration of a general hiring. The second hiring is or is not deemed to be for a year certain, because it is a renewal of another, of which one of the incidents was that it was or was not binding for that term, and this as well as other incidents, are presumed to attach to the extended period, unless the parties make other arrangements, and not because the new hiring is indefinite as to time. We cannot help thinking that the Court might have reached a different conclusion if their attention had been more closely concentrated upon the significance of the authorities in relation to this particular aspect of the case before them.

The other position taken by the Court as to the non-existence of a presumption that a hiring for an indefinite period is one for a year certain is, we think, not less untenable than that just discussed. That this view is opposed to many of the cases is fully conceded in the judgment, the theory upon which it is defended being that the law has been modified by the more recent authorities. (*a*)

Considering the deep traces which the rule supposed to have been abandoned has left upon this branch of our law, and that it has, by implication at all events, been sanctioned by the House of Lords, (*b*) this hypothesis requires the most ample demonstration before it can be accepted. Such demonstration, it is submitted with all respect, is not obtainable.

That the views of the court on this point are erroneous is

(*a*) See p. 116 of the opinion. It is remarked that, as a general rule, wherever the question of the duration of a general hiring was expressly raised in the older cases, it was said to be "for the jury to determine upon the whole of the circumstances of the case, though they were to be told that the presumption [i.e. of a yearly hiring], existed and ought to govern in the absence of anything to repel or control it."

(*b*) *Elderton* v. *Emmens* (1853) 4 H. of L. 624, (referred to in sec. 3, *ante*). This case, strange to say, was not noticed either by counsel or court, but gives the ordinary rule the very strongest kind of support by taking its correctness for granted.