Unless something to the contrary is said at the time of the hiring, the engagement of a person employed to supply a particular department of a newspaper,—as for instance the leading article, or reports of the parliamentary debates,—is understood to be for a year. (*a*)

The proposition that, if unexplained, a general hiring of a surgeon's assistant, is to be taken as a hiring for a year has been recognized, *arguendo*, as correct. (*b*)

The rule based upon the presumption is carried to its strict logical consequences in favor of the master, as is very strikingly indicated by the ruling in *Turner* v. *Robinson* (*c*), where a servant who was dismissed for good cause during a current year was held not to be entitled to recover compensation for his actual services, on the ground that the contract was an entire one.

The length to which a Court of Equity will go in enforcing this class of contracts is shown by *Stiff* v. *Cassell*, (*d*) where it was held that a prima facie case was made out for enforcing by injunction a stipulation of an author to write only for publications of a specified class within the period covered by an indefinite hiring, which the Court held to be one for a year.

The effect of the doctrine, from the pleader's standpoint, is strongly emphasized in such rulings as these:

Where the servant enters an employment under a general hiring, and continues to discharge the same duties for several years, the contract is properly declared upon as one for a whole year in the first instance, and afterwards as long as the plaintiff and defendant shall respectively please until the expiration of the current year from the date at which the service originally began (*e*).

A general hiring of a servant as a labourer in husbandry is, in law, a

(*a*) *Holcroft* v. *Barber* (1843), 1 C. & K., 4. There Wightman, J., submitted to the jury the question whether this rule was applicable in the case of a monthly paper, to be sent to India as a sort of speculation, but the defendant had a verdict on the ground that the plaintiff was not hired as an editor, and the question was not answered. In *Baxter* v. *Nurse* (1844), 6 M. & G. 935, (see sec. 5 *post*), Coltman, J., remarked that the question whether, in the case of an editor of a literary publication, a general hiring was to be considered as necessarily an engagement for a year, had never been decided.

(*b*) *Bayley* v. *Rimmell* (1836), 1 M. & W. 506, per Parke, B.

(*c*) (1883), 5 B. & Ad. 789, 2 N. & M. 829.

(*d*) (1856), 2 Jur. N. S. 348.

(*e*) *Beeston* v. *Collyer* (1827), 4 Bing. 309.