"If a man retain a servant generally, without expressing any time, the law shall construe it to be for one year, for that retainer is according to law." (*a*)

"Wherever the relation of master and servant is to continue an indefinite time, and cannot be put an end to at the election of either party without notice, there the hiring must be understood to be a hiring for a year." (*b*)

"There can be no doubt that a general hiring is a hiring for a year." (*c*)

"If a master hire a servant without mention of time, that is a general hiring for a year" (*d*)

"The general rule is that if a master hire a servant without mentioning the time, that is a general hiring, and in point of law a hiring for a year." (*e*).

"As a general rule, where the hiring is a yearly hiring it cannot be put an end to by either party before the end of the year." (*f*)

It was assumed by all the judges summoned by the House of Lords to give opinions in *Elderton* v. *Emmens*, (*g*) and presumably conceded by the House of Lords itself, that the effect of a resolution entered in the minute-book of a company, by which a person was to receive, as the company's solicitor, a salary of $100, in lieu of his rendering an annual bill of costs, as he had previously been doing, was to bind the company to retain him in its employment for at least a year, the sole point of controversy being whether it was also bound to give him business to transact during that time.

(5 Eliz. c. 4, sec. 3 and 7, and other statutes), that hirings should be by the year." The objection to the first theory is that "the benefit of all the seasons" could hardly be of any special importance except in the employment of laborers doing outdoor work, and that the common law must, from a very early period, have found it necessary to formulate some doctrine as to other kinds of service. The second theory would require us to assume that the courts, by a species of judicial legislation, extended the rule prescribed by statute for one particular class of employees, viz., those engaged in manual labour, to other employees who did not come within the purview of the statute. The present writer, while willing to admit that this view may possibly be correct, ventures to think that a much simpler and more reasonable hypothesis is that the statutory provision was itself merely a recognition of a well understood custom, having its origin in economic and social conditions. This explanation has at least the advantage of referring the rule to a source from which a large part of the so-called unwritten law has been derived, and obviates all necessity for the rather violent supposition that the legislature at the particular period which gave birth to the statute, added an entirely novel incident to the contract of service.

(*a*) Coke Litt., 42, 6: The same doctrine is laid down in Fitzherbert's Nat. Brev. p. 168, H.; Comyns Dig., Tit. Justices of Peace, B. 58.

(*b*) *Rex* v. *Hampreston* (1793), 5 T.R. 205. To the same general effect, see *Rex* v. *Great Yarmouth* (1816) 5 M. & S. 114.

(*c*) *Beeston* v. *Collyer* (1827) 4 Bing. 309, per Gaselee J.

(*d*) *Beeston* v. *Collyer* (1827), 4 Bing. 309, per Best, C. J.

(*e*) *Fawcett* v. *Cash* (1834), 3 N. & M. 177; 5 B. & Ad. 904, per Denman, C.J.

(*f*) *Buckingham* v. *Surrey, etc., Canal Co.* (1882), 46 L.T.N.S. 885, per Grove, J.

(*g*) (1853) 4 H. of L. 624. Crompton, J. "concurred entirely with the judgment of the Exchequer Chamber, as to the company being bound to continue the relation of employers and employed, at least for a year," and said that "supposing the case one of employment and service, the words of the contract appeared to him as strong in favour of the engagement lasting through the year, as the words in *Fawcett* v. *Cash*." Platt, B., said: "This agreement appears to me to have established the relation of employer and employed for the period of a year, at a salary of £100." Coleridge, J., said: "It seems to me that this was clearly an agreement for a year certain."