it is sufficient to say that the great weight of authority is to the effect that the presumption of an annual engagement attaches, with other incidents, to the contract during each successive year that the parties continue their relations without making any new arrangements.

"If a master hire a servant without mention of time, that is a general hiring for a year, and if the parties go on four, five or six years, a jury would be warranted in presuming a contract for a year in the first instance, and so on for each succeeding year, as long as it should please the parties." (*a*)

In *Williams* v. *Byrne* (*b*) the declaration alleged the contract to be for one year from a certain date, and so on from year to the end of each year commenced, while the plaintiff should be so employed, reckoning each year to commence at the day named. (*c*) Littledale, J., said: "It appears not to be disputed that the parties were, at any rate, bound to the end of the first year. I think their position was the same in all the subsequent years. Therefore, when any year had commenced, the service was to run on to the end. And this was to continue as long as the parties pleased, that is, till one of them determined the engagement by reasonable notice expiring at the end of the current year." Patterson, J., said: "It is an employment for a year, and so on from year to year, the year beginning on a day named. The words 'while the plaintiff should be so employed,' are satisfied by a power to put an end to the employment in the way warranted by the contract; that is if it be put an end to adversely and not by agreement, by a notice expiring with the current year. How long such notice must be, we need not determine."

The usual presumption is not repelled by the fact that the contract of general hiring was entered into immediately after

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under his father, was living with the latter as a child or a servant during the succeeding year, it was held that the near family relationship of the parties excluded presumption that the incidents of the connection continued to be the same a first year: *Rex* v. *Sow* (1817), 1 B. & Ad. 178. The following American cases also are explicit to the point that where a person is hired in the first place for a year certain, or for part of a year, and the service is continued with the tacit consent of the master, the incidents of the implied contract which thus results are the same as those to which the express contract was subject: *Grover, etc., Co.* v. *Bulkley* (1868), 48 Ill. 189; *New Hampshire, etc., Co.*, v. *Richardson* (1830), 5 N. H. 294; *Vail* v. *Jersey, etc., Co.*, (1860), 32 Barb. 564; *Wallace* v. *Devlin* (1885), 36 Hun, 275; *Huntingdon* v. *Claffin* (1868), 38 N. Y. 182; *Sines* v. *Superintendents* (1885), 58 Mich. 503; *Wallace* v. *Floyd* (1857), 29 Pa. St. 184.

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

(*b*) (1837), 7 A. & E. 177.

(*c*) To the same effect see *Forgan* v. *Burke* (1861), 12 Ir. C. L. 495: *Adams* v. *Fitzpatrick* (1891), 125 N.Y. 124: *Tatterson* v. *Suffolk Mfg. Co.* (1870), 106 Mass. 57. In Fawcett v. Cash (1834), B. & Ad. 904, Taunton, J., seems to have had some doubt as to the relations of the parties during years subsequent to the first, as he remarked that it was unnecessary to consider what the effect would have been if the dismissal had taken place after the first year. But this rather nebulous and entirely negative expression of disapproval is of small importance when set against the explicit rulings cited above.