simply by the weight of evidence. That is to say, the investigation, although it may set out with a presumption of fact, will be pursued, after a certain stage, which, in practice, is usually reached, upon a footing which is virtually the same as that upon which it would have stood if no presumption had been indulged. It is doubtless a result of this inevitable convergence of the lines of inquiry indicated by these two possible aspects of the cases under review, that some judges have expressed themselves in language suggesting a doctrine which would eliminate entirely the factor of a presumption, and that some of the actual rulings of the courts have even been supposed to embody this doctrine (*a*). That this doctrine, if any such can really be extracted from the actual decisions, is contrary to the overwhelming weight of authority will, we think, be readily conceded after a perusal of the following sections.

3. Indefinite Hiring, presumptively for a Year—The general rule applied by nearly, if not quite all the English judges (*b*), may be enunciated in its simplest form as follows: It is a rebuttable presumption of fact that a general hiring without mention of time is obligatory for at least one year, and therefore subject to all the incidents of an entire contract of that duration, irrespective of the question whether those incidents enure to the benefit or prejudice of the parties. (*c*)

(*a*) See sec. 16, *post*.

(*b*) It is asserted in Wood's Law of Master and Servant (sec. 96) that in the United States an indefinite hiring is *primâ facie* a hiring at will; but this statement of the rule, although it has been adopted as correct, at least one court of high standing in that country (see *McCullough, etc., I. Co.* v. *Carpenter* (1887) 67 Md. 557), is, to say the least, too sweeping. The English doctrine is accepted without reservation in New York and in Massachusetts; *Adams* v. *Fitzpatrick* (1891) 125 N.Y. 124; *Tatterson* v. *Suffolk Mfg. Co.* (1870), 106 Mass. 57. Perhaps, however, it may be said, as to most of the States, that, for obvious social and economic reasons, a hiring for a shorter period than a year will be more readily inferred in that country than in England: *Bascom* v. *Shillito* (1882), 37 Ohio St. 431. It would, therefore, be undesirable, in an article designed for Canadian readers, to rely upon the American authorities, and they will not be referred to except in cases in which this tendency is not an operative element in the moulding of the decision of the court, and they will serve to corroborate some English ruling.

(*c*) Attempts have been made, but, as we venture to think, without much success, to explain the origin of this presumption. Judge Story suggests (Contr. 1290) that it was established in order to give the master and the servant the benefit of all seasons. According to Mr. Macdonnell (Master & Servant, p. 167), "a more probable explanation of it is that it arose in consequence of the statutory enactment