far to presume one. (*a*) Thus service for a year by a servant in husbandry has been held to afford very strong presumptive evidence of a hiring for a year. (*b*)

But the inference of a yearly hiring cannot properly be drawn from a mere rendition of services, unless it appears that the person who rendered them did so in the capacity of a servant. Thus the relation of master and servant under such a hiring cannot be inferred merely from evidence which shows that one person, when a young boy, had lived with another upon charity, and run errands, etc., (*c*), nor from evidence that a person who, after having lived with his uncle on charity, hired himself out to another person as a yearly servant, and then accepted an invitation from his uncle to come "and live with him as before." (*d*)

8. Defeasibility of contract at the will of the parties, effect of— A contract which, by its express terms, permits either party to terminate the engagement at any time cannot be construed as one which is binding for a year. (*e*) But the presumption that a general hiring is for a year is not repelled by the mere fact that the servant left in the middle of the year (*f*); nor by the fact that the master has reserved a right to discharge the servant by giving notice (*g*), or a right to dismiss him "if he should have a sale" of the property on which the work is to be done (*h*), nor by the fact

(*a*) *Trinity* v. *St. Peters* (1764) 1 W. Bl. 443.

(*b*) *Rex* v. *Lyth* (1793), 5 T. R. 327.

(*c*) *Rex* v. *Weyhill* (1760), 1 W. Bl. 205.

(*d*) *Rex* v. *Stokesley* (1796) 6 T. R. 757.

(*e*) *Rex* v. *Great Bowden* (1827) 7 B. & C. 249: There is merely a service at will where a boy is employed to work "for meat, drink and clothes as long as he has a mind to stop:" *Rex* v. *Christ's Parish* (1824) 3 B. & C. 459. In a settlement case it has been held that the presumption that an indefinite hiring is for the year is not repelled by the fact that the master and servant thought they could separate within the year: *Rex.* v. *Stockbridge* (1773) Burr. S.C. 759. Compare *Rex.* v. *Seaton* (1784) Cald. 440, and *Rex.* v. *Newton Toney* (1788) 2 T. R. 453. But this doctrine seems to have been formulated with special reference to the English Poor Law. It is apprehended that, where the question is merely as to the rights of the parties *inter se*, their mutual understanding that the contract might be rescinded during the year would preclude the inference of a yearly hiring.

(*f*) *Rex.* v. *Worfield* (1793) 5 T. R. 506.

(*g*) *Rex* v. *Sandhurst* (1827) 7 B. & C. 557, *Rex* v. *Birdbrooke* (1791), 4 T. R. 245; *Rex* v. *Hampreston* (1793) 5 T.R. 205.

(*h*) *Rex* v. *Farleigh Wallop* (1830) 1 B. & Ad. 340.