We confess ourselves to be quite unable to see any ground for supposing that the Common Pleas Division, when it quoted in *Creen* v. *Wright* the dictum of Chief Baron Pollock referred to previously, credited its author with the intention of burying an older doctrine, without condescending to explain when and how its demise occurred. On referring to the place where we have discussed that case, sec. 8, (c) *ante*, it will be seen that the court by which it was quoted was reviewing the ruling of a judge who had directed a verdict for the defendant for the narrow reason that, as the contract was specific, and no provision was made for notice, nor any custom proved, the plaintiff could be discharged at any time the employer pleased. Under such circumstances it was only natural that the court, in sending back the case for a new trial on the ground of misdirection, should take occasion to point out that the peculiar nature of the employment was a circumstance tending to rebut the general presumption that a hiring indefinite as to time is one for a year, and that its duration was, therefore, a matter to be settled upon the whole evidence. That there was no intention on the part of the court to treat this presumption as obsolete is conclusively shown by the fact that Lord Coleridge, who wrote the opinion, enunciated, during the argument of counsel, the ordinary rule regarding that presumption, and cited, without any hint of disapproval, a familiar authority on the subject. (*a*)

As to *Lowe* v. *Wright*, considering that this was a nisi prius case, that it came before a judge whose reputation as a jurist is not of the highest, and that both he and the counsel, as will be seen from the report, exhibit a very plentiful

(*a*) *Rex* v. *Hampreston* (1791), 5 T. R. 205. It is worthy of notice that in the report of *Fairman* v. *Oakford*, in 29 L. J. Exch. 459, the language ascribed to Pollock, C.B. is as follows: "The contention of the plaintiff's counsel was that he was entitled to a whole year's salary, or at all events to more than a month's salary. My own experience is that juries in London generally find that clerks are entitled to three months' notice, that is, they find that the hiring was in each particular case to be put an end to by three months' notice." This version is probably the more authentic of the two, as the special allusion to London can scarcely be an invention of the reporter, and, since it indicates that the learned judge was probably referring merely to trials in one particular city, where, as it happened, the rights of the parties were governed by a custom which allowed dismissal at a reasonable notice, the significance of the passage as an expression of general principles, is reduced to a minimum.