Interpretation of Statutes",[11] but we are reminded in the report of Lord Devlin's dictum that the 'law is what the judges say it is'.[12]

DOUGLAS BROWN

RICHARDSON v. KOEFOD[1]

It looks as if the English Court of Appeal has finally buried the presumption of a yearly hiring. From Blackstone's day it was said that in a case of a contract of employment wholly indefinite in duration, it would be presumed that the contract was to be on a yearly basis. The presumption found favour in Australia. In *Manners v. Denny Bros.*[2] it was held that there is a legal presumption that the hiring being for an indefinite period was a hiring for a year. Again in *Bullock v. Wimmera Fellmongery & Woolscouring Co. Ltd.*[3] the Supreme Court of Victoria held that where an original contract of hiring was entered into for a year certain, and at its expiration, nothing being mentioned to the contrary, the engagement ran on, the presumption is that the period of service was to be for another year on the same conditions as those mutually binding on the parties during the previous year.

In other parts of the Commonwealth the old common law rule has frequently prevailed. In *Nsenagu v. Umuahia-Ibeku Urban County Council*[4] the High Court of Eastern Nigeria followed *Mulholland v. Bexwell Estates Co. Ltd.*[5] and held that where a servant is engaged without any limitation as to time, it is termed a general hiring and the common law rule is that there is a presumption of a yearly hiring when a servant is employed for an indefinite period, regardless of the nature of his occupation.

Now, however, this dubious presumption need no longer prevail in the law of master and servant. In *Richardson v. Koefod*[6] the employee was engaged as manageress of a café at an annual salary of £700, payable monthly and was entitled to occupy a flat above the

11 Law Com. No. 21 (H.M.S.O., 1969).
12 DEVLIN, SAMPLES OF LAW MAKING 2.
1 [1969] 3 All E.R. 1264.
2 (1912) 14 W.A.L.R. 91.
3 (1879) 5 V.L.R. (L.) 262.
4 1965 A.L.R. Comm. 187.
5 (1950) 66 T.L.R. (Pt. 2) 764.
6 [1969] 3 All E.R. 1264.

café during her employment. There was no express term as to the duration of the contract. Her employers terminated the contract by giving her one month's salary in lieu of notice. Lord Denning M.R. said: 'The time has now come to state explicitly that there is no presumption of a yearly hiring. In the absence of express stipulation, the rule is that every contract of service is determinable by reasonable notice. The length of notice depends on the circumstances of the case'. Edmund Davies and Fenton Atkinson LL.J. agreed. This rule makes good sense in the complexities of modern commercial life in Australia and must surely be followed.

DOUGLAS BROWN

PETT v. GREYHOUND RACING ASSOCIATION LTD.

The Right to Legal Representation

Between April 1968 and February 1969, an unusually direct clash of judicial opinion has arisen between three of their Lordships of the Court of Appeal and a single judge of the Queen's Bench Division in England, which has resulted in the "variable content" of the *audi alteram partem* rule being left in even greater confusion than before.

The facts at least were never seriously in dispute.

The Greyhound Racing Association, an organization which exercised substantial control over dog-racing in Great Britain, issued licences to persons involved in the industry, including race-course proprietors and dog-trainers. The disciplinary powers of the Association were contained in a book of Rules, which provided for the holding of inquiries by track stewards employed by owners of licensed courses, and giving them the power to withdraw or suspend licences, but not prescribing any procedure to be followed in these inquiries. The Rules also provided for an 'appeal' to the Stewards of the National Greyhound Racing Club, who could at their discretion hold 'a further inquiry' into the matter and make such order as they thought fit. When the trainer or course proprietor was issued with the licence, he agreed to abide by these rules.

The plaintiff was a licensed trainer, which entitled him to race his dogs on licensed racecourses. On September 6th 1967 one of his greyhounds entered for a race on such a course was found to have been drugged and the stewards withdrew it from the race. An inquiry