

mises where the business was carried on, the agreement being terminable on giving a certain specified notice if the employé failed to give satisfaction, it was held that he had been duly discharged in accordance with the terms of the contract and that, as he had no right to remain on the premises after being discharged, he could not maintain an action against the employer for removing him therefrom by force. *McAllister v. Ogle* (1856) 1 Ir. Jur. N.S. 313.

See also *White v. Bayley* (1861) 10 C.B.N.S. 227, 7 Jur. N.S. 948, 30 L.J.C.P. 253 (§ 86, note 3, post); *Collison v. Warren* (C.A. 1898) 17 Times L.R. 362 (§ 3, note 5, ante); and the following subdivision of the note.

(d) *Supervising and other employés on large estates.*—(See also subd. (a), supra). The pauper was hired as bailiff to P. who held a farm, under an agreement that he was to have weekly wages etc., and his master to find him a house, and either to furnish him with two cows, or the pauper was to be at liberty to hire two, and feed them on the farm, and he served three years under the agreement, and lived with his family in his master's house, occupying the kitchen and two rooms, and hired two cows, which fed during the summer in the pastures of his master. *Held*, that by the feeding of the cows, which was above the yearly value of £10, the pauper acquired a settlement. *R. v. Minster* (1815) 3 M. & S. 276. Lord Ellenborough distinguished the cases in which the apartments occupied by a servant in his master's house are only "an appendage to the service" allotted to him "for the more convenient performance of his service which is the principal thing." Le Blanc, J., considered that the pauper had a "distinct interest in the pasturage of the two cows, unconnected with his service to the master's dairy." Bayley, J., thought the case was merely "that of a servant who stipulated for a profit out of land of more than that yearly value" which conferred a settlement. According to Bayley, J., this case only decided that "the occupation of a tenement which was wholly unconnected with the service would confer a settlement, but that the occupation of one connected with the service would not." *R. v. Cheshunt* (1818) 1 B. & Ald. 473.

A servant put into the occupation of a cottage, with less wages on that account, occupies it in the character of a servant, and his master may properly declare on such occupation as his own, in an action brought for a disturbance of a right of way to the cottage. The character of the occupation is not affected by the fact that the cottage is divided into two parts, only one of which is occupied by the servant, the other being in the possession of a tenant paying rent. *Bertie v. Beaumont* (1812) 16 East 33.

Where a person is employed by the owner of land to superintend the land and look after the business of the owner, and while in such employment he occupies a house situated upon said land his occupancy of the house does not create the relation of landlord and tenant between him and the owner, so as to preclude him from acquiring an adverse title to the property. *Davis v. Williams* (1901) 30 So. 488, 130 Ala. 530, 54 L.R.A. 742.

In *Hector v. Martin* (1866) 5 Sc. Sess. Cas. 3rd Ser. 68, where it was held that the factor of a landed proprietor was entitled to the franchise under the first English Reform Act (see § 3, par. (c) ante), as tenant of a house which he had the right to occupy as a part of the remuneration for his services, and from which, as his hire was a yearly one, he could not be removed except at the end of each year, the case was regarded as being distinguishable from those in which a servant holds house accommodation merely at the will of his employer, and can be turned out at any moment. It was considered that the court was not entitled to assume the defeasibility of the right of occupation with reference to the contingency of the factor's being guilty of misconduct which would warrant his dismissal in the middle of a term. But this decision is in conflict with those cited in subd. (a) of this note, and inconsistent with the doctrine, applied in Scotland itself as well as in England and America (see § 3 ante), that the right of a servant to reside on premises occupied by him as a servant ceases when he is discharged, whether rightfully or wrongfully.