If, as is usually the case, the testator expressly restricts his bounty to such servants as shall be in his service at the time of his death, the success of a claimant is manifestly dependent upon proof that this condition was duly satisfied by him(*c*), parol evi-

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servants, brought into his house by a contract of his own, from preference, arising out of previous inquiry into their characters, and satisfaction with their services. From his own experience he knew, a stranger might be introduced without any previous consent, or any thing but merely bringing him, in order to shew that he was not a person disagreeable to the testator. From the instant the testator expressed no disapprobation the contract goes on, not with him, but with the job-master; and it is stated, I believe, by some witnesses, that the amount of the board-wages is contracted for between the job-master and the employer. All the terms of the contract are between them. The coachman is merely the subject of the contract: not a party to it. This plaintiff therefore is not a servant within the intendment of this will." This decision, it may be remarked, was cited as an authority for the doctrine adopted by two of the judges in *Laugher* v. *Pointer* (1826) 5 B. & C. 547, that a man sent by a liveryman to drive a carriage was not the special servant of the person to whom he was sent,—a doctrine ultimately established by the unanimous decision of the Court of Exchequer in *Quarman* v. *Burnett* (1842) 6 M. & W. 499.

In *Howard* v. *Wilson* (1832), 4 Hagg. Eccl. 107, where it appeared that the claimant, a coachman, was a married man, who had been originally hired by, and had lived five years with, the testatrix; that he resided over her stables in town; that he occasionally accompanied her into the country, and when there, lived in the house, though, like her servants, on board wages; that he sometimes waited at table, and remained with her though she changed her job-man. *Held,* (although the several job-masters paid him his wages and board-wages—except 3s. per week extra in the country—and found him in liveries,) that he was entitled under a bequest "to each of my servants living with me at the time of my death £10." *Chilcot* v. *Bromley, supra,* was distinguished on the ground that the facts and probabilities of the cases were as remote as possible, since in the case before the court the only circumstance to shew that there was no intention to include the coachman was that the jobman was the party who was to pay him his wages out of the lump yearly sum which the testator paid for the hire of her horses.

(*c*) By a will dated November 1876, a testator who died in July, 1883, bequeathed "to each of my servants who shall at my