

consequences of determining the contract of employment of a servant whose occupation is of this description are as follows: That the master becomes entitled to resume possession of the premises immediately*, this right being enforceable, irrespective of the question whether the servant was or was not justifiably discharged; that he may eject the servant without any process of

*In a case where a farm labourer was provided with a house to live in and cattle for the use of himself and family, the court said: "If it [i.e., what was delivered into the possession of the servant when he began work] he regarded as part of the compensation for labour stipulated for, then the right to the compensation ceased when the labour was discontinued. Bowman had the same right to insist on the payment of the cash part of his wages as on that part which provided his family a place to live. His right under the contract of hiring was like that of the porter to the possession of the porter's lodge; like that of the coachman to his apartments over the stable; like that of the teacher to the rooms he or she may have occupied in the school buildings; like that of the domestic servants to the rooms in which they lodge in the house of their employers. In all these cases and others that might be enumerated the occupancy of the room or house is incidental to the employment. The employé has no distinct right of possession, for his possession is that of the employer, and it cannot survive the hiring to which it is incidental, or under which it is part of the contract price for the services performed. So in this case, if the contract was simply a contract for labour at one dollar per day and a house to live in, the plaintiff held the house by the same title and for the same purpose that he did the land or the cattle in the care of which his labour was to be performed. When his contract ended, his rights in the premises were extinguished, and it was his duty to give way to his successor." *Bowman v. Bradley*, 151 Pa. 351, 24 Atl. 1062.

See also *Hunt v. Colson* (1833) Moore & Sc. 790, (denying right of servant to maintain an action of trespass against his master's agent for pulling down the house occupied by him); *Eichengreen v. Appel* (1891) 44 Ill. App. 106, and the cases cited in the following notes.

In *Whyte v. School Board of Haddington* (1874), 1 Sc. Sess. Cas., 4th Ser., 1124, the employers were held entitled to a summary warrant to remove the servant.

¹*Collison v. Warren* (C.A. 1898 17 Times L.R. 362, (where the plaintiff in a suit in which he was claiming to be entitled under a certain contract to be retained in the employment of the defendant as manager of a hotel was enjoined from continuing to reside in the hotel); *McAlister v. Ogle* (1856) 1 Ir. Jur. N.S. 313; *Scott v. McMurdo* (1869) 6 Sc. L.R. 301.

These decisions, as well as those which are cited in the preceding and the following notes, shew that one of the judges of the Supreme Court of New South Wales was in error when he laid it down that the curator of a museum to whom a portion of the building had been assigned as a residence was entitled to remain in his apartments, alleged by him to be wrongful, until he had at least received a legal notice to quit, and that his official possession was sufficient to enable him to maintain an action of trespass against one of the board of trustees who had entered on the premises occupied by him. *Krefft v. Hill* (1875) 13 New So. Wales S.C.R. (L.) 280.

The doctrine which prevails in Quebec seems to be different from that of the common law courts. In *Reid v. Smith* (Ct. of Review, 1872) 6 Que. L.R. 367, 4 L.N. 157, an action of ejectment was brought to recover possession of a house which had been leased to the defendant under one of the