

occupy as tenants, but as servants merely whose possession and occupation is strictly and properly that of their masters."

See also § 6, notes 2, 3, post.

(h) *Civil servants*.—See cases cited in § 6, notes 2, 3, post.

(i) *Employés in mills, factories, etc.*—The pauper whose children were engaged to work for three years at a mill, removed with his family to a cottage rented by the mill owner, C., for the convenience of families so employed. The bargain between him and C. was, that a stated weekly payment for the use of the cottage should be deducted from the children's wages. The pauper, who was not himself in the service of C., continued to occupy the cottage for sixteen years, during all which time, and after he quitted it, some one or more of his children continued to work at the mill. He quitted without regular notice, in consequence of the sale of the cottage. *Held*, that the pauper's occupation was as tenant, and not as servant, and was sufficient to gain a settlement. *R. v. Fishopton* (1839) 9 Ad. & El. 824. Littledale J., said: "I think the pauper gained a settlement in Bishopton. In the cases cited the other way there was the relation of master and servant between the owner of the tenement and the occupier. Here the pauper engages for the service of his children and arranges with Mrs. Coates for the residence of himself and his family in the cottage. This is clearly a renting of the cottage by him. The renting was indeed connected with the service of the children; for the cottage would probably not have been let to the pauper; or hired by him, but for the service of the children; but he agrees to pay rent for it. This imports the relation of landlord and tenant, and there is nothing in the case to rebut the presumption." Williams, J., said: "In the cases referred to, in which the occupation has been held insufficient, the residence was identical with the service, or was incidental to and inseparable from it. Here there was a renting by one who was not servant; and the deduction from the wages of his children was only a mode of paying the rent."

In a case where the question was whether the voter was the "occupier of a building of the value of £10 yearly," within the meaning of the first Reform Act (see § 3, par. (c), ante) it appeared that a factory consisting of four stories, was let out in separate rooms to a number of persons for cotton-spinning, at different rents, according to the size of each room. Each tenant had his own machine, worked by steam-power supplied by an engine which belonged to and was worked at the expense of, the landlord; it being part of each contract that the landlord should supply such power. Each tenant had the exclusive use of his room and the key to the door thereof. The approach to the rooms was, in some cases, by a common staircase leading from the entrance to the factory (to which there was a door that was never fastened), in others by separate staircases outside the building, and in others by doors opening into the yard. *Held*, that each of these rooms constituted a "building," and that there was sufficient occupation in each tenant. *Wright v. Stookport* (C.P. 1843) 1 Barr & Am. App. & El. Cas. 39; *R. v. South Kilvington* (1842) 3 Gale & S. 161. note.

In *Kerrains v. People* (1873) 60 N.Y. 221, affirming 1 Thomp. & C. 333, so far as that decision related to the character of the occupation, but reversing it on another ground), the prisoner, a workman, was indicted for the use of a deadly weapon in resisting an ejectment by his employer, and the defence was that a tenancy was constituted by the parol contract between them, viz., that the employer should pay the workman for his services thirteen shillings a day, and give him the use of a house to live in throughout the year, or while they agreed, the consequence of this view of their relation being that the workman in holding over would be a tenant at will, and that the employer would not be justified in entering with strong hand. The court said: "Each party relied upon the terms of the contract with only the additional facts that the house was a part of the mill property, and had been occupied for several years previously by the prisoner while engaged as a labourer in the mill. There was no request to submit the facts to the jury to determine whether the house was occupied to enable the prisoner the better to perform the service in which he was engaged; or, in other words, whether it was not occupied as