

worth £ . . . per annum. *Held*, that this did not confer a settlement, it not being any part of the bargain that the sheep should be pasture-fed. *R. v. Bardwell* (1823) 2 B. & C 161, Bayley, J., said that "the house and garden being merely for the more convenient performance of the pauper's service as shepherd, must be laid out of consideration; he did not occupy them as a tenant, but as a servant. . . . Here the pauper had no residence but in the character of a servant; the house continued to be master's, and the pauper was, with respect to this point, in the same situation as if he had lived in a room in his master's house."

In *R. v. Snape* (1837) 6 Ad. & E. 278, where a man was hired to take charge of stock, the agreement being that he should have 12s. a week wages, and the keep of a cow, and that he was to occupy a house on the marshes, rent free, the court refused to disturb a finding of the sessions that his occupation was in the character of servant, and connected with the hiring.

In the *Petersfield Case* (1874) 2 O'M. & H. 97, 1 Rogers on Elections 74, (decided under the Reform Act of 1867: see § 3, par. (c), ante), Mellor, J., held that the relation of landlord and tenant had been created, where the evidence was that the voter was paid 16s. a week wages from which one shilling a week was deducted for rent of the house he lived in; that his duty was to look after the cattle on the farm; and that he could not do this unless he live in the house. It is not surprising to read in the report that the learned judge afterwards admitted that he was a little hasty in rendering this decision. Nor do the authorities entirely bear him out in his general statement of the law, which was as follows: "If the bargain is this. 'You still have so much a week and the use of the house,' it will be inferred that it is in the occupation of the employer, and that it is not an independent occupation. Such is the position of a gamekeeper. On the other hand the occupation is not auxiliary to the service, where an employer requires that all persons who get work from him shall occupy one of the houses attached to his establishment." This statement clashes with the language of Cresswell, J., and Crowder, J., in *Clark v. Overseers of Bury St. Edmunds* (1876) 1 C.B.N.S. 23 (31), 26 L.J.C.P. 12, as quoted in § 4, note 12, ante.

In *Young v. Paton* (Sc. Ct. of Sess. 1808) Hume, 582, a servant on monthly wages who was allowed to occupy a house belonging to his master, the amount of the rent being deducted from his wages, was held not to be entitled to the notice required in the case of ordinary tenants.

In an action for trespass in forcibly removing the plaintiff and his household effects from his employer's premises, after he had been discharged from the service, a plea was held good on demurrer, where it alleged that the plaintiff was employed by defendant as a farm hand, and, as part of his compensation, was given the occupancy of a house and garden, and that possession of the premises was held by the plaintiff as part of his employment and was connected with his employment. *Heffelfinger v. Fulton* (1900 Ind. App.), 56 N.E. 688.

In *Bowman v. Bradley* (1892) 151 Pa. 351, 24 Atl. 1062, where it was held that no trespass was committed by the employer in ejecting the employee, the facts were mainly undisputed, and shewed that the defendant owned a farm of twenty-nine acres, and that about four or five acres of this were occupied by a mill and pond operated by the owner. To care for the residue and the stock upon it he hired the plaintiff and his family. The plaintiff was to receive one dollar per day and the use of a house upon the premises to be occupied by himself and family. The only fact in dispute was the duration of the contract. The plaintiff alleged it was terminable at his pleasure, and that he said to the defendant: "I will try you, and on your terms, and if you don't suit me I will discharge you and expect you to leave the premises on sight. The court, after remarking that the true version was a question of fact for the jury, and that the defendant or the plaintiff would be entitled to a verdict, according as they found that the contract could be terminated without notice, or was intended to subsist for a year, unless the defendant could shew a sufficient reason for terminating it sooner, proceeded thus: "The first question that