

under various heads in the note to § 5, post, turn upon the construction of the electoral laws which were in force at different periods, and deal with the question whether claimant was entitled to vote (1) as a "leaseholder" under one or other of those laws; or (2) as one who "occupied as owner or tenant (Reform Act of 1892, c. 45, § 27, and Reform Act of 1867); or (3) as "occupier of a building of the value of £10 yearly," under the same Act. The construction put upon the Act of 1884, which introduced a "Service Franchise," is shown by the cases cited in 8, post.

(d) The right of the master to resume possession of the premises occupied. A servant whose occupation is independent of, and not merely ancillary to, his employment, but is liable to be determined by the dissolution of the contract, is a tenant at will. On the other hand, where the occupation is merely in the character of a servant, no interest in the premises, even to the extent of a tenancy at will, vests in the occupant. The legal

* *R. v. Lakenheath* (1823) 1 B. & C. 531; *O'Connor v. Tyndall* (1836) 2 Jones (Ir.) 20 (per Foster, B.).

² Combating the contention that the servant under such circumstances took an estate on the premises, Willes, J., said: "I can see very weighty reasons why it should be intended not to vest. And I do not by any means agree that this is a dry and barren point: because, though generally speaking the relation of master and servant or principal and agent may, where the servant or agent has been guilty of misconduct, be terminated at any moment, if such an arrangement as this were held to vest in the servant or agent an interest in the employer's premises, the servant might set his employer at defiance, and, though the latter were perfectly justified in putting an end to the relation of master and servant between them, the former might insist upon holding on as a tenant until the expiration of a regular notice to quit." *White v. Bayley* (1861) 10 C.B.N.S. 227.

In *Kerrains v. People* (1873) 60 N.Y. 22, the court expressed its disapproval of the doctrine laid down in *People v. Annis*, 45 Barb. 304, to the effect that immediately upon the termination of the service a tenancy at will, or by sufferance, springs up and laid down the law as follows: "In order to have that effect the occupancy must be sufficiently long to warrant an inference of consent to a different holding. Any considerable delay would be sufficient, but I can see no principle which would change the occupant *eo instanti*, from a mere licensee to a tenant. The employer should resume control of his property within a reasonable time or consent would be inferred. Whether this time is a day or a week may depend upon circumstances." *Doyle v. Gibbs*, 8 Lans. 180, was cited as a case in which the permission of the employer that the employed might remain until his wife recovered from an illness, was held not to amount to a consent. Many of the cases cited in the following notes expressly recognize, or take for granted, the same doctrine.

The statement made in *McGee v. Gibson* (1840) 1 B. Mon. 105, that a man occupying merely as a servant is a tenant at will is clearly erroneous.