place," meant by renting or holding in the character of tenant[1]. "If the occupation was ancillary to the service [see next section] so as to make the occupation of the servant merely the occupation of the master, then no settlement was gained"[2].

(c) The exercise of the elective franchise by the servant. As precedents bearing upon the right of voting, the English cases of which the effect will be stated in the ensuing sections are of much less importance in the United Kingdom itself, since the recent extension of the franchise (see 10 post), and are of no importance whatever in countries where manhood suffrage prevails. But they supply many useful analogies and statements of general principles which will serve as a guide to the practitioner in other connections[3]. The cases of which the effect is stated

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plated. It was argued that a reservation of rent was essential to a lease, but this point is immaterial, for taking the whole agreement together, it was manifest that the defendants received rent in the price at which their goods were manufactured. We are therefore of opinion, that Bird was not the servant of the defendants, but their lessee, having the control and possession of the premises mentioned in their agreement, and consequently that the defendants are not liable to the plaintiff in this action." (Action for damages caused to a neighbour by the negligence of the occupant in letting off the water from the pond too rapidly).

Under an instrument in the form of a lease, a party named as lessee was to have control of a factory, and was to return to the company owning the plant the profits of the business over a fixed amount. The lessee was to have authority to employ and discharge servants to work in the factory, and no restrictions as to the management of the business were reserved by the lessor. *Held*, that the agreement was in law a lease. *Ault Woodenware Co.* v. *Baker* (1900 Ind. App.) 58 N.E. 265. (lessor held not to be liable for an injury sustained by a servant of the lessee owing to the mismanagement of the latter).

[1] Ld. Ellenborough in *R.* v. *Bowness*, 4 M. & S. 212.

Speaking of the kind of settlement which is acquired by renting premises, Denman, C.J., said: "The kind of settlement relied upon in this case has grown out of the 13 & 14 Car. 2, c. 12, § 1, which confines the power of removal to cases where persons come to settle on any tenement under the yearly value of £10, and by implication has been held to confer a settlement on a person who comes to settle on a tenement of that value; and the lawful occupation of a tenement of that annual value by a party in his own right, has been held to satisfy the words coming to settle. The word 'renting' is not to be found in the statute." *R.* v. *St. Mary Newington* (1833) 5 B. & Ad. 540.

[2] *R.* v. *Bishopton* (1839) 9 Ad. & El. 824.

In order to confer a settlement by renting a tenement, "the party must have a residence which might be called his own home, as tenant;" residence "in the character of a servant merely" is not sufficient to satisfy the words of the statute "coming to settle." *R.* v. *Shipdham* (1823) 3 D. & R. 384, per Bayley, J.

[3] As, for example, where the question involved is, whether the servant has a right to retain possession of the premises after he ceases to be a servant. See *Kerrains* v. *People* (1873) 60 N.Y. 221, where the passage quoted from the judgment in the *Hughes Case* in § 5, note 1, subd. (*a*), was cited by the court, as laying down concisely the correct rule for determining the question involved.