

that the agreement was personal to himself, and that his personal representative had no right to the possession of the parsonage after his decease).

A minister who occupies a house merely by virtue of his office is not entitled when he ceases to hold his position, to receive the statutory notice to quit without which a landlord cannot resume possession of rented premises. *Bigelow v. Norton* (1858) 3 Nov. Sc. (Thompson) 283.

(f) *Professors in colleges and masters in schools.*—Where one who had leased certain college premises with the intention of conducting the institution as its president employed a person as one of the professors, under an agreement by which he was to have a fixed salary, with the privilege of occupying such rooms in the college building as would accommodate himself and family, and there was evidence tending to shew that the president retained a general control over the apartments so occupied, and had the right to enter them at any time for disciplinary purposes, a jury is warranted in finding that the professor was not a subtenant, and that his property was not liable to distress. *Waller v. Morgan* (1857) 18 B. Mon. 130, distinguishing *McGee v. Gibson*, 1 B. Mon. 105, on the ground that no attempt was made to shew that the plaintiff has reserved a right of general control over the house.

Where the schoolmaster of a burgh had been deposed for incompetency under a provision of the Educational Act, it was held that the school board was entitled to have a summary warrant against him, to remove him from a dwelling-house under the same roof as the class-rooms. The Court did not decide what would have been the rights of the Board if the house had been quite separate from the class-rooms. *Whyte v. School Board of Haddington* (1874). 1 Sc. Sess. Cas. 4th Ser. 1124.

The occupancy of a part of a school house as a residence by a teacher for the purpose of enabling him the better to perform his contract to teach does not make him a tenant of the school district employing him, but his occupation is that of the district. *School Dist. No. 11 v. Batsche* (1895) 29 L.R.A. 576, 64 N.W. 196, 106 Mich. 330 (action to recover possession of the premises).

(g) *Persons on the naval and military establishments.*—In a case involving the right of a claimant to vote under the Reform Act of 1867 (see § 3, par (c), ante), it appeared that he was a sergeant on the permanent staff of the W. Militia, and as such occupied a house close to the premises in which the arms, accoutrements, etc., of the corps were stored, which was built expressly for the accommodation of the men employed in looking after the stores, under the provisions of the Militia Act, 1854. The house was assigned to him by the commanding officer as a place to live in; if he left it without the permission of his officer, he would be guilty of a breach of discipline for which he would probably be dismissed from the service; and he was liable to be turned out at any time. He has 2s. 4d. per week deducted out of his pay, as occupier of the house; but he would not receive the 2s. 4d. extra if he resided elsewhere. He could perform the duties required of him equally well if he were living elsewhere, which he might do with his officer's permission. *Held*, that the sergeant did not occupy the premises as tenant, within the meaning of s. 3 of 30 & 31 Vict. c. 102. *Fox v. Dalby* (1874) L.R. 10 C.P. 285, (following *Dobson v. Jones*, *infra*). The ground of the decision was that as the sergeant was "required" by his commanding officer to reside in the house, there was a compulsory occupation for the purpose of performing the duties assigned to him. See the extracts from the opinions of Coleridge, C.J., and Brett, J., in 4 note 12, *supra*.

A pauper employed as a labourer by the Board of Ordinance, having previously occupied a house at an annual rent of £7, which was then purchased by the Board, still continued to reside in part of the premises, at a weekly rent of 2s. which was deducted out of his wages, during such last occupation he also occupied a shop (the shop and house together being of the annual value of £10) and upon his dismissal from his employment he gave up possession of the house as required: *Held*, that his last occupation of the house was not as tenant but as servant, and that