Laws. The rule uniformly adopted for construing the Statute of 13 & 14 Car. 2, c. 12, was that the words "coming to settle in a

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examination of the directors. It was accordingly held that the occupant of the hotel was in possession as the agent of the owners, and that he had no legal interest in the possession which could be set up against an execution for a debt of the owners. In *City Council* v. *Page* (1843) 1 Spears Eq. 159 (p. 177), Harper, Ch., considered that under this instrument the occupant was undoubtedly a lessee.

(*d*)——*to logging contracts.*—The defendant made a contract with D. by which D. was to operate during the milling season a shingle mill then in *the control of the defendant*, and "*manufacture certain brands of shingles from logs to be furnished by defendant*," and receive payment therefor from defendant at a fixed rate, and hire and pay the men employed, furnish tools and implements, repair breaks in machinery not costing over $5 (larger breaks to be repaired at defendant's expenses), and load the shingles at his own expense, (the defendant, however, to pay such expense beyond a certain figure, until a side track to the mill was completed). Defendant was to put the mill in running order, furnish the logs, and remove surplus and refuse timber. *Held*, in an action by a third person against defendant, to recover damages for injuries caused by sparks emitted from the smoke-stack of the mill, that the contract was not a lease, but simply for performance of labour, and that defendant was liable for any defective condition of the mill. The court said that the effective words of the contract were those italicized, and that it was clearly a hiring on the part of the defendant, accompanied on his part by an agreement that D. in the performance of the stipulated work, was to have the use of certain machinery of the defendant's. The absence of any words giving possession of the mill to D. was also commented on. *Whitney* v. *Clifford* (1879) 46 Wis. 138, 32 Am. Rep. 703.

(*e*)——*to contracts for the boarding of the landowner's employés.*—It was held that a woman who occupied a house belonging to a railway company and on its line under an agreement with the company to board its employés—the price of board to be paid by them, and the company to aid her in collecting her pay for board by retaining the same for her out of the wages of such employés—was not a servant or employé of the company, but that the relation of the parties is that of landlord and tenant. *Doyle* v. *Union P.R. Co.* (1892) 147 U.S. 313, 37 L. ed. 223, (action for injuries caused by a snowslide, held not to be maintainable—railway company not bound to provide a safe place of work). It was unsuccessfully contended that the circumstances of her being aided by the company in collecting her pay for the board changed her position from that of tenant at will to servant.

(*f*)——*to contracts for the operation of a factory.*—In *Fiske* v. *Framingham Mfg. Co.* (1833) 14 Pick. 491, the construction of the contract in question was thus discussed: "Some of the provisions have a double aspect, and consistently with them he might be either the agent or the lessee of the defendants, but there are others which admit of only one construction. He was to keep the factory in repair, except that the defendants were to repair the main gearing if it should be necessary: he was to have possession for the purpose of doing what he had stipulated to perform: he had the control of the factory, and could employ what servants he would, and regulate their wages; he might determine how much water should be turned upon the mill; he was entitled to the use of the land about the factory and to the buildings thereon: and whether these buildings were let to labourers employed by him, or to others, rent would probably be paid to him, either in a diminution of wages or otherwise. These provisions are appropriate in the case of a lease. The words, 'that no rent is to be charged by the company,' also tend to prove that a letting was contem-