or caretaker for him, as in Bird v. Defonvielle, 2 C. & K. 415. Nor, I think, was what was done at all like the facts in Griffith v. Hodges, 1 C. & P. 419. It is true that he (Ritter) did shew—or at least agree to shew—the premises to any intending tenant; but he had other rights—he was occupying the premises in the same way as he had occupied No. 177, and in lieu of No. 177, and paying the same rent, $3 a week in advance. He may have agreed (although what is said by the defendant seems rather a conclusion by him as to the effect of the arrangement with Ritter than a statement of what Ritter actually agreed to) to go out at an hour's notice, but during that hour the defendant could not eject him. He paid his week's rent in advance, which gave him the right, as against the defendant, to occupy these premises for one week (subject, at the most, to going out at an hour's notice), and he was occupying the premises as a tenant. Assuming that the transaction between him and the defendant was valid against all the world, Ritter, had the plaintiffs demanded possession, could rightfully have kept them out of possession until they had got hold of the defendant and got him to give the required notice, which might take a week or more.

This dealing, it is said, caused a surrender of the lease by act and operation of the law. . . .

[Reference to the Statute of Frauds, R.S.O. 1897 ch. 338, sec. 4; 29 Car. II. ch. 3, sec. 3; R.S.O. 1897 ch. 119, sec. 7; Co. Litt. 388a; Sm. L.C., 11th ed., pp. 837 sqq.; Nickells v. Atherstone, 10 Q.B. 944, 949; Wallis v. Hands, [1893] 2 Ch. 75; Greenwood v. Moss, L.R. 7 C.P. 360, 364; Phillips v. Miller, L.R. 10 C.P. 430; Lyon v. Reid, 13 M. & W. 306.]

In the present case there was no change of possession effected in fact by the tenants, the plaintiffs; "mere oral assent" is not enough. "There can be no estoppel by mere verbal agreement:" per Brett, L.J., in Oastler v. Henderson, 2 Q.B.D. 575, at p. 579. And all that the plaintiffs did was to agree that the possession which had been given to Ritter should be continued at the option of the landlord. Now, if the defendant had been acting or affecting to act for the plaintiffs in giving the possession to Ritter, the plaintiffs might in the latter case have ratified and in the former be bound by the act of giving possession. It is, however, plain that Strathy was not acting for the plaintiffs in his dealings with Ritter; his authority did not extend to such a transaction and he did not purport to act for the plaintiffs; and consequently there can be no ratification. . . .

[Reference to Keighley and Maxted v. Durrant, [1901] A.C. 240.]