*supra*, is not altogether free from doubt. The Act no longer creates a tenancy at will, and as was pointed out in *Hobbs* v. *The Ontario Loan & Debenture Co.*, *supra*, the avoidance of the lease by the statute as it then stood had reference only to its nullity as a lease of the term; the tenancy at will arising in such a case was not created, nor was it dependent on the lease, but was a creation of the statute. There being no longer any such creature of the statute, and the Courts having uniformly treated that creature as the only modification of a parol lease, it is now arguable that the effect of the statute has been swept away, and a parol lease is good at law. The only alternative seems to be that the lease is void altogether, which would be a reversal of cases like *The People* v. *Rickert*, 8 Cow. (N.Y.) 226, and *Cooper Tress* v. *John Savage*, 4 El. & Bl. 119 E.R. 15. Where, however, the tenant has taken possession on the faith of the parol lease, and has been paid rent, and the circumstances are such as to justify the ordering of specific performance, it is probably safe to say that the Courts will follow the equitable rule and support the lease. There is no greater inconsistency in ordering specific performance of a lease which is declared void by a statute than in ordering specific performance of a lease which another statute declares shall create only a tenancy at will. The effect at law of a parol lease is probably not of importance, because if there were no possession, and no acts done by the tenant on the faith of the lease, he would have no interest in the land for lack of entry, and there would be no equitable grounds for supporting the lease. If entry had been made with the consent or acquiescence of the owner, the equitable rule would prevail. It is just possible that if entry were made without the consent or acquiescence of the owner, there being no equity between the parties, there might be a tenancy from year to year. But possession not being given by the owner, *The People* v. *Rickert*, *supra*, and *Cooper Tress* v. *John Savage*, *supra*, might not apply, and the lease might be void for all purposes. As has been pointed out, the recital as to the intention of the Act has not been included in the present statute. Possibly the inroads made upon the statute by decisions in equity may have led the Legislature to the conclusion that the recital was obsolete. So far, only cases in which signed documents were involved have been dealt with. But the Courts have often granted specific performance of oral agreements for leases, both here and in England. The principle is, that where the tenant has taken possession with the knowledge of the owner, and his possession is referable only to the agreement and it would be a fraud or injustice for either party to the agreement to set up the invalidity of it, then the Court will treat part-performance of the agreement as sufficient to support it. Rawlins, in his book on Specific Performance, points out that the doctrine concerning part-performance, although inconsistent with the Statute of Frauds, appears to be almost, if not quite, coeval with it, and cites *Hollis* v. *Edwards* (1683), 1 Vern. 159, 23 E.R. 385, and *Butcher* v. *Stapely* (1685), 1 Vern. 363, 23 E.R. 524. The essentials for withdrawing a contract from the Statute of Frauds by part-performance are given in Fry's Specific Performance (5th ed.) at p. 291, par. 580:—

"1. The acts of part-performance must be such as not only to be referable to a contract such as that alleged, but to be referable to no other title; 2. they must be such as to render it a fraud in the defendant to take advantage of the