But estates at will are not regarded with favour by the Courts, and the effect of the statutes has been greatly modified by decisions. It has been held that though a parol lease be for a longer term than three years and so void within the Statute of Frauds, yet if the tenant enters and pays rent, a tenancy from year to year is created, regulated by the provisions of the parol agreement in every respect except the length of the term. *The People* v. *Rickert* (1828), 8 Cow. (N.Y.) 226. The tenant has not a lease, nor a tenancy for the term provided for in the void lease; but a tenancy from year to year, which during that time is determinable by half a year's notice. If he stays to the end of the time, then, by the agreement of both parties, he goes out without notice. Nothing in the terms of stats. 8-9 Vict. c. 106, s. 3, is inconsistent with this. *Cooper Tress* v. *John Savage* (1854), 4 El. & Bl. 36, 119 E.R. 15; *Martin* v. *Smith* (1874), L.R. 9 Exch. 50; 43 L.J. (Ex.) 42.

The equitable rule adopted by the Courts still further neutralized the effect of the later Act. In spite of the provision requiring a lease to be by deed, yet in equity, if there is a document which on its face appears to be an agreement to grant a lease or to be a present demise which fails through not being under seal, unless there is something to be found in the document itself which renders it impossible that specific performance should be granted, the tenant is entitled to ask for specific performance whichever of the alternative views mentioned is applicable to the document. *Parker* v. *Taswell* (1858), 2 DeG. & J. 559, 44 E.R. 1106; 27 L.J. Ch. 312; *Zimbler* v. *Abrahams*, [1903] 1 K.B. 577; and this principle applies to corporations as well as individuals. *Wilson* v. *The West Hartlepool R. Co.* (1865), 2 DeG. J. & S. 475, 46 E.R. 459. It is to be noted that in all these cases the tenant had actually taken possession, and his possession was referable only to the document in dispute. There were also signed documents setting forth the terms of the bargain, from which could be gathered the agreement between the parties, and specific performance granted. The result of the statutes and the equitable rule was that there might be two interests in the land under an agreement for a lease or a lease void at law for want of a seal (1) the legal tenancy at will, or from year to year, and (2) the equitable right to a lease under the agreement. But the passing of the Judicature Act in England settled this difficulty, and an agreement for a lease under which possession was taken was held to constitute a lease, in so far, at any rate, as to give the landlord a right of distress. *Walsh* v. *Lonsdale* (1882), 21 Ch. D. 9. Jessel, M.R., at p. 14, said:—

"Now since the Judicature Act the possession is held under the agreement. There are not two estates as there were formerly, one estate at common law by reason of the payment of the rent from year to year, and an estate in equity under the agreement. There is only one Court, and the equity rules prevail in it. The tenant holds under an agreement for a lease. He holds, therefore, under the same terms in equity as if a lease had been granted."

The effect of this case was considered in *Manchester Brewery Co.* v. *Coombs*, [1901] 2 Ch. 608, at p. 617, where the doctrine set up in *Walsh* v. *Lonsdale*, *supra*, was said to apply only to a legal right which would have been exercisable had the tenant been possessed of a legal title.

"It applies only to cases where there is a contract to transfer a legal title, and an act has to be justified or an action maintained by force of the legal title to which such contract relates."