SELECTIONS.

ACQUIESCENCE BY LANDLORD IN EXPENDITURE BY TENANT.

Ramsden v. Dyson, Dom. Proc. 14 W. R. 926.

This celebrated case, sometimes known as the Huddersfield tenant-right case, is important, not only in a legal point of view, as affording an admirable illustration of the rules of law affecting the question in the cause, but also from the magnitude of the interests involved, and the extraordinary circumstances which gave rise to it, which may be fairly described by saying that half a million of money had been laid out on land without any better title than a few entries in a rent book. The ownership of the soil, upon which the greater part of the town of Huddersfield is built, was at issue in the case. This vast property had been dealt with in a manner which, according to the contention of the landlord, was an attempt to introduce a new system of conveyancing, while it amounted, in the view taken by the tenants, to the creation of new copyholds in the present century. The facts were these—The town of Huddersfield stands almost entirely upon land the property of the Ramsden family. The late Sir John Ramsden, in whose time the practice which formed the subject of the suit, arose, lived at a distance from the town, where he was represented by certain subordinate agents. The regular course pursued, whenever any person wished to take land for building purposes, was as follows:—application was made to the local agent, the ground was staked out, and particulars thereof, with the name of the tenant, were entered in the estate books, which were regularly kept like the Court Rolls of a manor. Two courses were then open to the tenant: he might either obtain a lease, in which case of course no question arose; or on the other hand he might hold on at a fixed rent, relying merely on the entry of his name in the estate books, without any further contract or agreement whatsoever. This was sometimes called tenant right; and strange to say, this was the course which appears to have been generally preferred by the inhabitants of Huddersfield, canny Yorkshiremen though they were. Whenever it was desired to sell or mortgage any of these tenements, many of which were of great value, it was effected by a mere entry in the estate books. Sir John himself appears to have taken little share in the management of the property, but it was shown that his local agents were in the habit of urging those who applied to them, to rely on the tenant right, and not to take leases, assuring them that they might depend implicitly on the honour of the Ramsden family, that they would never be disturbed, and that they might have leases whenever they chose. There can be no doubt that it was generally believed at the time that these assurances were authorised by Sir John Ramsden; but it is equally certain that no evidence could be produced to prove that Sir John was even aware that they were made. It appeared that hitherto persons who held land on the tenant-right tenure had always received leases upon application; but, in the opinion of the House of Lords, the evidence showed that the terms of these leases had been settled by agreement at the time when they were granted, and were not regulated by any ascertained custom, as alleged on the part of the tenants.

Upon this state of things it was contended by the present Sir John Ramsden that the persons in question were, in equity as well as at law, mere tenants at will. He denied that there was any obligation on the part of the Ramsden family to treat them otherwise, and conceived that he acted towards them in an honourable and considerate manner by offering them leases for 99 years. The tenants on the other hand contended that the understanding upon which they had taken their land and laid out their money was that they were entitled on demand to leases renewable for ever, and that any disturbance of their tenancies amounted to a fraudulent breach of faith against which they had a right to be relieved in equity: and a bill was accordingly filed on their part to try the point.

It does not fall within our province to consider the question in any other than its legal aspect. Thus viewed it cannot be denied that there were several circumstances which bore heavily against the case of the tenants. In the first place it appeared that those who took their land on the tenant-right tenure, paid generally about half the amount of rent demanded from those who had leases, a circumstance difficult to explain upon the theory that both tenures were equally beneficial. Moreover they were themselves in doubt with regard to the precise terms of the leases, to which, on their theory, they were entitled,—a serious difficulty in the way of granting an injunction; while the House of Lords, as before mentioned, was of opinion that the terms were settled in each case by special agreement.

It being the opinion of all the judges, before whom the cause was heard, that no case of contract was satisfactorily established, it remained to be considered whether relief could be given on the ground of fraud; and it was upon this point that the decision ultimately turned.

The law upon this subject depends mainly upon two cases, each of which embodies, as it were, an important principle. *Gregory* v. *Michell*, 8 Ves. 328 decides that if a tenant, under an expectation created or encouraged by his landlord, that he shall have a certain interest in land, lays out money upon it, and the landlord, knowing of the expenditure, lies by and allows it to go on, this will amount to a species of fraud, against which relief will be given in equity, either in the shape of a specific interest in the land, if the terms of the con-