By s. 1 of the Statute of Frauds, 29 Car. II. c. 3, (which appeared in R.S.O. 1897, as c. 338, s. 2), it was enacted that:—

"All leases, estates, . . . or terms of years, . . . made or created by . . . parol, and not put in writing, and signed by the parties so making or creating the same, or their agents thereunto lawfully authorized by writing, shall have the force and effect of leases or estates at will only, and shall not, either in law or equity, be deemed or taken to have any other or greater force or effect; any consideration for making any such parol leases or estates, or any former law or usage to the contrary notwithstanding."

The purpose of the Statute of Frauds is stated to be for prevention of many fraudulent practices which are commonly endeavoured to be upheld by perjury, and subornation of perjury. The intention of Parliament therefore was to render such fraudulent practices impossible by making it unlawful to give any evidence of a lease or term of years otherwise than by a written document. It was not open to any witness to explain the nature of the possession of a tenant, because as soon as oral testimony was admitted, the chance of perjury being committed arose; or in other words, it was intended "to prevent matters of importance from resting on the frail testimony of memory alone." Having forbidden the explanation of a tenant's interest by means of oral evidence, Parliament then definitely enacted what that interest should amount to either in law or equity, when the lease was not in writing, namely, a lease or estate at will; and lest the doctrine of consideration should still be held to support a parol lease, it was further enacted that consideration should not have that effect.

By 8-9 Vict. c. 106, s. 3, it was enacted that:—

"A lease required by law to be in writing, of any tenements or hereditaments . . . made after the said 1st day of October, 1845, shall also be void at law unless made by deed."

This was re-enacted in substantially the same words in Ontario by R.S.O. 1897, c. 119, s. 7 (an Act respecting the law and transfer of property).

The combined effect of the statutes was that a lease must be by deed to be sufficient in law to create the term intended to be granted. But if the lease was not in writing, or was without a seal, the lease was void as to the term, but it was nevertheless to operate so far as to create a tenancy at will. The result was expressed in our own Courts as follows:—

"There is nothing in the subsequent statute enacting that when the Statute of Frauds required a writing signed by the lessor a deed should be requisite, and that the lease should be void if not made by deed, which repeals the words of the Statute of Frauds making the lease in such a case so far effectual as to create a tenancy at will. The later statute is to be read and construed merely as substituting a deed for the signed writing required by the earlier enactment, and the avoidance of the lease has reference only to its nullity as a lease of a term, the tenancy at will arising in such a case is not created by nor is it dependent on the lease, but is a creation of the statute, a statutory consequence of the attempt to create a lease by parol for more than three years, and of the nullity of such a proceeding declared by the statute." *Hobbs* v. *The Ontario Loan & Debenture Co.* (1890), 18 Can. S.C.R. 483, at p. 498.