

## FURNISHED APARTMENTS.

bled to repudiate the contract altogether (*Wilson v. Finch Hatton*, L. R., 2 Ex. Div., 343). Judge Shaw, of Massachusetts, says that when furnished rooms in a lodging-house are let for a particular season a warranty is implied that they are suitably fitted for such use (*Dutton v. Gerrish*, 63 Mass., 94), and Abinger thought that the proprietor was bound to supply whatever goods and chattels might be necessary for the use and occupation of a house such as the one let.

Across the line it has been held that the existence of a noxious smell in a house does not afford the tenant a reasonable excuse for leaving (*Westlake v. De Grau*, 25 Wend., 669). But my lady, the Dowager Countess of Winchelsea, found otherwise. She agreed to rent a furnished house in Wilton Crescent, London, for three months of the season of 1875 for 450 guineas; but when she arrived, with her servants and personal baggage, an unpleasant smell saluted her aristocratic nostrils, so she declined to occupy the mansion, and, ordering round her horses, drove off. On investigation, the drains were found to be in a shocking state: it took three weeks to make the place fit for habitation, and then the Countess refused to go back or pay any rent. The lawyers then had to appear on the scene, and after them the judges. These latter bewigged gentlemen unanimously held that the state of the drain entitled her ladyship to rescind her bargain, and to refuse to pay the rent (*Wilson v. Finch Hatton*, L. R. 2 Ex. Div. 336).

Some people object to scarlet fever and small-pox (perhaps rightly so), and do not like to take up their quarters in houses where persons have lately departed this life through the assistance of these diseases. To such particular persons it may be a comforting reflection to know that Lord Abinger thought that if a new

tenant found that the old one had left because some one had recently died in the lodgings of the plague or scarlet fever, the incomer might legally retire (*Smith v. Marrable*, 11 M. & W. 5); and that in Massachusetts a man who caught small-pox, through no fault of his own, but because the owner of the house willfully neglected to inform him that the rooms were infected with that disease, might recover damages from the landlord (*Minor v. Sharon*, 112 Mass., 477), always provided, we suppose, that he recovered from the small-pox in the first place.

Chairs and tables in furnished apartments are oft times weak in the legs (owing to their long standing); it is well, therefore, to know that an occupier of such places is not responsible for deterioration by ordinary wear and tear in the reasonable use of the goods of the landlord (*Add. on Contr.* 377).

If a lodger sports a brass-plate, bearing his patronymic, on the front door, the landlord is not at liberty to take it off. A Dr. Lane hired certain rooms from one Johnson, with the privilege of putting up his plate on the door: Johnson shortly afterwards leased the whole premises to one Dixon for twenty-one years. The health of the community being good, the doctor got behind in his rent; so Dixon removed the plate and refused him access to his rooms; in fact, he actually fastened the outer door against the doctor. The medico sued for damages, and the jury gave him £10 for the breaking and entering his rooms, expelling him therefrom and seizing his *et ceteras*, and £20 for the removal of the plate. Dixon was dissatisfied with the verdict, and appealed to the Court, but the Judges sustained the finding, considering the removal of the plate a distinct and substantial trespass (*Lane v. Dixon*, 3 M. G. & S. 776).