

That this is the result as to persons married before 1st July, 1884, is shewn by the recent decision of a Divisional Court (Meredith, C.J.C.P., MacMahon and Teetzel, JJ.) in *Traviss v. Hales*, 6 O.L.R. 574. In this case the plaintiff sued husband and wife for a slander by the wife living coverture. The defendants were married in 1875, and the Court held that the husband was liable, and a judgment against him was affirmed—and yet for fifteen years before the marriage in this case took place the rights of a husband in his wife's property had been taken away and separate property rights conferred on wives. Osler, J., in *Amer v. Rogers* (1880) 31 C.P. 195, came to the conclusion that the effect of this legislation was inferentially to relieve the husband from liability for his wife's torts, but later decisions in England have led to the conclusion that though the legislature had taken away a husband's rights in his wife's property, it had nevertheless left him burthened with the common law liability for her torts, and a similar conclusion was arrived at by the late Mr. Justice Rose in *Lee v. Hopkins* (1890) 20 Ont. 666, which is now adopted and affirmed by the Divisional Court.

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*LANDLORD AND TENANT AND THE STATUTE OF
FRAUDS.*

In the absence of a written agreement or of possession being acquired by a tenant, his rights as against his landlord, even where he may have paid rent in advance, will, it would appear, receive scant recognition in the courts.

In Agnew on the Statute of Frauds at p. 152 is found this proposition: "A contract for the taking or letting of furnished lodgings by the day or week or month is a contract for an interest in land, if specified rooms are let. But an agreement to take furnished lodgings in a boarding house, it not being intended to give the right to the exclusive occupation of any particular part of the house, is not within the statute." The authorities cited are: *Inman v. Stamp*, 1 Starkle, 12; *Edge v. Stafford*, 1 C. & J. 391. The same proposition is repeated in almost identical words in Addison on Contracts, 9th ed. at p. 24, and the same authorities are cited.

In *Inman v. Stamp*, the defendant agreed to take apartments in plaintiff's house to be entered upon at Christmas. On December