may deem best (*Maclennan* v. *Royal Insurance Company*, 39 U. C. R., 515). Nor can he object to the free use of the bell and knocker; in fact, an action will lie against him if he attempts to interfere with the reasonable use of all the necessary adjuncts of his furnished apartments (*Underwood* v. *Burrows*, 7 C & P., 26.) Though, if the tenants are of an undesirable class, the proprietor might, in mitigation of damages, shew that he acted in this surly way for the express purpose of getting rid of his lodgers (*Ibid*).

Occasionally newly arrived tenants of furnished rooms find that all the previous occupants have not moved out; that some—small, but aldermanic in shape—have no intention of leaving. Unwilling to test faithfully the truth of the scientific assertion that these creatures all retire to their nooks and crannies shortly after midnight, these fastidious individuals eagerly inquire if they can at once quit the haunted house. It seems that they can. Long since Baron Parke said that the authorities appeared fully to warrant the position that if the house is encumbered with a nuisance of so serious a nature that no one can reasonably be expected to live in it, the tenant can give it up; because there is an implied condition that the owner rents the place in an habitable state. Lord Abinger went even further, and stated that he thought that no authorities were wanted to establish the point, that common sense was enough to decide it. He thought that tenants were fully justified in leaving under such circumstances (*Smith* v. *Marrable*, 11 M. & W., 5: Addison on Contracts, 375).

Some gentlemen, learned in the law, have, however, thought that these Judges were mistaken in this, because, in some later cases, it has been held that there is no implied warrantry in the lease of a house, or of land, that it should be reasonably fit for habitation, occupation or cultivation, and that there is no contract (still less any condition) implied by law on the demise of real property, only that it is fit for the purpose for which it is let (*Hart* v. *Windsor*, 12 M. & W., 68; *Sutton* v. *Temple*, Ib., 57; *Searle* v. *Laverick*, L. R. 9 Q. B., 131). But then, in some of these latter decisions the case of a ready-furnished house is expressly distinguished, upon the ground that the letting of such a house is a contract of a mixed nature, being, in fact, a bargain for a house and furniture, which of necessity must be such as are fit for the purpose for which they are to be used. Lord Abinger was particularly strong upon the point; he said that "if a party contract for the lease of a house ready furnished, it is to be furnished in a proper manner and so as to be fit for immediate occupation. Suppose, said he, it turn out that there is not a bed in the house, surely the party is not bound to occupy it or continue in it. So, also, in the case of a house infested with vermin; if bugs be found in the beds, even after entering into possession, the lodger or occupier is not bound to stay in it. Suppose, again," his lordship continued, "the tenant discovers that there are not sufficient chairs in the house, or they are not of a sort fit for use (short of a leg, we presume), he may give up possession" (*Hart* v. *Windsor*, supra). And so late as April in the last year of grace, Lord C. B. Kelly said that it was his opinion, both on authority and on general principles of law, that there is an implied condition that a furnished house shall be in a good and tenantable state, and reasonably fit for human occupation, from the very day on which the tenancy is to begin, and that when the house is in such a condition that there is either great discomfort or danger to health in entering or dwelling in it, then the intending tenant is enti-