

The exceptions, which have been created by many judges at different times, depend upon no apparent principle, but were laid down as the circumstances of the particular case seemed to require, and they have never, so far as the writer is aware, been gathered together. It may therefore serve some useful purpose to show the many cases in which the above important provisions have been held inapplicable to circumstances seemingly clearly within either their letter or their spirit.

We will treat these various sections separately. But it must first be observed generally that if the written evidence required by the statute has by any means been lost, parol secondary evidence may be given of its former existence and contents: *Nicol v. Bestwick*, 28 L.J. Ex. 4.

In considering sections one and two (as amended by R.S.O 1897, c. 119, s. 7) we find first that they do not extend to licenses, though giving an exclusive right to the premises for a long term of years, and though an annual payment be reserved: *Wood v. Lake*, Sayers 3, and *Sugden V. & P. P.* 123. Nor does section one include a lease for less than three years, with a right in the tenant to continue it by notice for three years more: *Hand v. Hall*, L.R. 2 Ex. D. 355. An agreement by a tenant to pay each year in addition to his rent a certain part of the cost of buildings to be put up by the landlord is not a new demise of the buildings, but merely a collateral promise: *Hoby v. Roebuck*, 17 R.R. 477. And though a lease in writing not under seal will be void by R.S.O. 1897, c. 119, s. 7, yet it will be construed as an enforceable agreement to grant and accept a lease: *Bond v. Rosling*, 1 B. & S. 371, *Parker v. Taswell*, 1 DeG. & J. 559.

Moreover, if the lessee enters he is governed by all the terms of the lease, just as if it had been formally executed; *Walsh v. Lonsdale*, 21 C.D. 14. Lastly R.S.O. 1897, c. 119, s. 7, does not apply to equitable interests, but such interests will pass by an unsealed writing: *Stammers v. Preston*. 9 Ir. C.L.R. 355.

Coming to section four we will deal first with the cases which have been excepted out of the statute on general