

FURNISHED APARTMENTS.

below, was held liable (*Stapenhurst v. Am. Man. Company*, 15 Abb. Pr. N. S., 355). A layman might imagine that a landlord must keep his house in good order so that the occupant be not damaged, but a cleric knows that the law says quite the reverse; that he is not bound to do any repairs, however necessary, except such as he expressly agrees to do; no promise is implied; nor need he do anything, even though the main walls gape and yawn threateningly, and the pumps have to be worked several hours daily, to keep the basement free from water (*Arden v. Pullen*, 10 M. & W., 321; *Keates v. Cadogan*, 10 C. B., 591; *Gott v. Gandy*, 2 E. & B., 845; *Wiltz v. Matthews*, 52 N. Y., 512; *Taffe v. Harteau*, 56 N. Y., 398). 'Tis true, that, in New Hampshire, a couple of years ago, it was held that a landlord is liable for injuries accruing to his tenants if he negligently builds his house, or carelessly suffers it to continue in disrepair (*Scott v. Simons*, 54 N. H., 426). But then, a very high American authority tells us that the decisions of the Courts of other States are entitled to more weight than those of New Hampshire (16 A. L. J., 419).

Unfortunately for the poor tenant he must continue to pay rent, however wretched his house becomes, unless there has been an error or fraudulent misdescription of the premises, or they are found to be uninhabitable through the wrongful act or default of the landlord himself (*Lyon v. Gorton*, 7 Scott, 537), and perhaps even then (*Surplice v. Farnsworth*, 7 M. & G., 576). Even if the fire fiend swallows up the building, the landlord is entitled to his rent, just as if all had gone on as merrily as marriage bells, until regular notice to quit has been given, and the required time has rolled round (*Packer v. Gibbons*, 1 Q. B., 421; *Fowler v. Payne*, 49 Miss. 32). Of course, the length of notice required,

depends upon the nature of the tenancy, whether it be a yearly one, or from quarter to quarter, month to month, or week to week: a half-year's or a quarter's, or a month's, or a week's notice being requisite, as the case may be (*Parry v. Hazell*, 1 Esp., 94; Woodfall, L. & T. 8 Ed., 174). But even here Judges differ, and some say that in an ordinary weekly tenancy a week's notice to quit is not implied as a part of the contract, unless there is a special usage (*Huffel v. Armistead*, 7 C. P., 56); *People v. Geolet*, 14 Abb. Pr. U. S., 130). Yet those who hold to this latter view, think that a reasonable notice is needed (*Jones v. Mills*, 10 C. B., N. S. 788). Willes, J., on one occasion said, in a half frightened sort of way as if he knew that he was wrong, that because, in a tenancy from year to year, only six months' notice is required, therefore he could not see how it was possible that a tenant from week to week could be entitled to more than half a week's notice (*Ibid*). One cannot leave because the idea has possessed him that the landlord's goods and chattels are about to be seized for rent (*Ricket v. Tullerck*, 6 C. & P., 66), unless express stipulation has been made to that effect (*Bethell v. Blencome*, 3 M. & G., 119).

In the case of furnished lodgings all the rent is deemed to issue out of the land, none out of the tables and chairs, pots and pans (*Newman v. Anderton*, 2 Bos. & P. New R. 224; *Cadogan v. Kennet*, Cowp., 432).

The law will allow a landlord to make himself disagreeable in many ways, but he cannot insist upon locking-up the hall-door at an early hour in the evening; for when he rents his rooms he impliedly grants all that is necessary for their free use and full enjoyment (and that, in the case of most mortals, includes the use of the hall and stairs) whenever required, and not merely when he in his discretion