

## Walsh v Lonsdale [1882] Ch D 9

<http://lawcasesummaries.com/knowledge-base/walsh-v-lonsdale-1882-ch-d-9/>

### Facts

- Mr Lonsdale agrees to lease Mr Walsh a property for a period seven years
- The payment schedule was unique, based on how much work was done, but there was a minimum amount
- The lease was never officially granted, but Mr Walsh moved in anyway
- Mr Lonsdale demanded the money needed for rent, but Mr Walsh said he didn't have to because there was no real agreement.

### Held

- Since the Judicature Acts merged the courts of common law and equity, there is only one Court, so if you have a lease in equity, you have a lease.
- Mr Walsh would be protected by this if, say, Mr Lonsdale tried to kick him out, but he can't then complain about it when it means he has to adhere to it to.

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