that the dog belonged to their nephew, who was a boarder with them.

As to the third request we do not think that if the defendants exercised some control over and had some custody of the dog, it therefore followed that the plaintiff was entitled to a ruling, as matter of law, that the defendants were responsible for him as keepers.

We are further of opinion that the judge was not bound, as matter of law, to give the fourth ruling requested. While the acts recited may be evidence of keepership, more or less significant according to the other facts appearing in the case, it cannot be said that they are conclusive.

The exception taken to the charge is only so far as it is inconsistent with the requests made. It seems to us that the requests were rightly refused; and that the case was properly submitted to the jury on the evidence. *Exceptions overruled.*

MARGARET G. COUPE *vs.* MARGARET J. PLATT.

Bristol. October 25, 1898. — January 9, 1899.

Present: FIELD, C. J., HOLMES, KNOWLTON, BARKER, & HAMMOND, JJ.

Personal Injuries — Use in Tenant's Right of outside Steps and Platform maintained by Landlord.

Where, in an action for personal injuries, it appears that the defendant was a landlord, who maintained outside steps and a platform for the use in common of tenants of different parts of the building, and that the plaintiff was injured by a defect in the platform while passing over it on a visit to one of the tenants, made on his express invitation to come on a particular day for a particular purpose, a verdict for the plaintiff will not be disturbed, as he was using the platform in the tenant's right.

TORT, for personal injuries. At the trial in the Superior Court, before *Blodgett*, J., the jury returned a verdict for the plaintiff; and the defendant alleged exceptions, which appear in the opinion.

R. F. Raymond, for the defendant.

M. R. Hitch, for the plaintiff.

KNOWLTON, J. The question how far a host is liable to his guest for the unsafe condition of his premises, when he is visited upon an invitation, express or implied, merely in a social way, from considerations of friendship or for pleasure, is not raised by this bill of exceptions. The judge assumed in favor of the defendant that the law of this Commonwealth is like that of England, where it is held that, in the absence of traps, neither the poor nor the rich are bound to change the conditions in which they are accustomed to live in order to furnish for their friends or guests, recipients of their gratuitous hospitality, safer or more comfortable surroundings than they have for themselves and their families. The English law on this subject was somewhat considered in *Hart* v. *Cole*, 156 Mass. 475, 478, and in *Plummer* v. *Dill*, 156 Mass. 426, but whether it is to be followed in this Commonwealth has never been decided.

The question in this case is different. The defendant was a landlord who maintained outside steps and a platform for the use in common of tenants of different parts of her building. The plaintiff was injured by a defect in the platform while passing over it on a visit to one of the tenants, made on his express invitation to come on a particular day for a particular purpose. The duty of the defendant to keep the platform safe for the tenant, and for those claiming under him, grew out of the contract of hiring. It was a part of the contract that the platform should be kept reasonably safe for the tenant for use in connection with his tenement. The contract impliedly included, not only the tenant himself, but the members of his family, and his servants and agents who might rightfully occupy and use the tenement with him. It included boarders and lodgers, if, in a proper use of the tenement, such persons might be received there by the tenant. It included all persons who, in connection with the use of the tenement by the tenant, might properly pass over the platform under the express authority of the tenant and in his right. To all such persons, by virtue of her contract with the tenant, the landlord owed the same duty that she owed to the tenant personally, to keep the platform reasonably safe. Whether the tenant would or would not have been liable to the plaintiff for an injury received from an unsafe condition of the tenement which he occupied, he expressly authorized the plain-

tiff to pass over the platform in the exercise of his rights under the contract with the defendant, and the defendant owed the plaintiff the duty which arose from the contract in favor of those who were acting by express authority of the tenant in the tenant's right. *Wilcox* v. *Zane*, 167 Mass. 302.

Exceptions overruled.

SPECIALTY GLASS COMPANY *vs.* MICHAEL R. DALEY.

Bristol. October 25, 1898. — January 9, 1899.

Present: FIELD, C. J., HOLMES, KNOWLTON, BARKER, & HAMMOND, JJ.

Contract — Agreement to accept a Part of a Debt in Payment for the Whole — Compromise of Disputed Claim.

An agreement to accept a part of a debt in payment for the whole is not binding unless it is made by an instrument under seal.

Where there is no dispute or uncertainty about the amount of a debt, the rule in regard to the compromise of disputed claims and the settlement of unliquidated and doubtful claims does not apply.

CONTRACT, for goods sold and delivered. Trial in the Superior Court, without a jury, before *Dewey*, J., who found for the plaintiff, and, at the request of the parties, reported the case for the consideration of this court. If there was evidence to warrant a finding for the defendant, judgment was to be entered for him; otherwise, judgment was to be entered for the plaintiff for forty-three dollars and fifty cents, and interest from February 18, 1896, that being the date when the goods were sold and delivered. The facts appear in the opinion.

C. R. Cummings, (*J. W. Cummings* with him,) for the defendant.

F. A. Pease, for the plaintiff.

KNOWLTON, J. The defendant owed the plaintiff forty-eight dollars and thirty-three cents for goods sold and delivered. On receipt of a bill demanding payment, he referred the matter to his attorney, who wrote the plaintiff a letter purporting to be written by him as the attorney of the defendant, offering to pay ten per cent of the debt in full settlement. This offer the