

bankruptcy, to admit a claim for unliquidated damages: *Ex parte Mendel* (1); *Green v. Bicknell* (2); *Boorman v. Nash* (3); *Rowan v. Harrison* (4). There is no covenant in this lease in the usual terms, "to repair and keep repaired." The covenant is simply that the lessee "shall leave the buildings on said premises in as good repair as they now are, and to make good any damage or injury to the buildings or property aforesaid, occasioned by the removal therefrom of the machinery and other property which may be lawfully removed by him at the expiration of the lease." That is a part of the covenant providing for the tenant giving up possession at the end of the term, and it relates to that time. Two questions, it seems to me, might arise as to the effect of that covenant. First, whether the agreement to repair, such as it is, has any reference to buildings other than those on the premises at the date of the lease, and second, whether such a covenant extends to the restoration of buildings destroyed by accidental fire. But giving the claimant the full benefit of a different construction, it seems to me impossible to say that the time to which the covenant refers is other than the date when the term ends, when the possession of the premises is to be restored to the owner, and if the buildings, whatever they are, are then in the repair required by the covenant, whatever that may mean, he will get all he is entitled to ask. How can he be said to be a debtor of the landlord for a claim which has no existence to-day; which may never exist at all, and which, under no circumstance, can come into existence for some six years, and then for a sum altogether incapable of being ascertained to-day. I do not think this claimant can rank on the estate.

1907.
RANDOLPH
v.
RANDOLPH.
Barker, J.

PEOPLE'S BANK OF NEW BRUNSWICK CLAIM.*

There is no question as to the fact that the bank did make the advance of \$8,000 to Estey on the security given to

(1) 10 Jur. N. S. 189.
(2) 8 A. & E. 701

(3) 9 B. & C. 145.
(4) 2 Pug. 503.

*By agreement of October 1, 1903, between Estey and A. F. Randolph & Sons, Estey agreed to sell and deliver to them four million superficial feet of spruce and cedar logs, and all above