

construction which gives effect to the obvious intention of the parties.

On the one hand, the lessees covenant to pay all license fees, taxes or other rates or assessments which hereafter may be payable to the city of Halifax. On the other, the lessors agree to continue to pay as heretofore all regular and ordinary taxes, water rates and assessments levied upon said premises. The obligation of the lessees is to pay license fees and all rates, taxes or assessments against the said hall (called in this lease "the premises"), hereafter chargeable by reason of the manner in which the same are used by the lessees, the lessor, however, agreeing to continue to pay as heretofore the assessments, &c., imposed on said premises. The provision might have been expressed more clearly, but to hold that the lessor should pay all the rates, taxes and assessments would entirely disregard and annul the clear provision that the lessor shall pay the rates and assessments hereafter imposed on the leased premises.

I think the appeal should be allowed.

MEAGHER, J.:—Concurred.

Appeal dismissed.

NOVA SCOTIA.

COUNTY COURT FOR DISTRICT No. 3.

NOVEMBER 10TH, 1909.

NORTH v. MARTIN.

Animal Contagious Diseases Act—Sale of Cow Infected with Tuberculosis—Action for Price—Ignorance of Vendor—Defence.

W. G. Parsons, for plaintiff.

A. L. Davidson, for defendant.

The facts are set forth in the judgment.

By Order in Council of the 23rd day of December, 1904, in virtue of the provisions of sec. 29 of the Animal Contagious Diseases Act, 1903, a regulation respecting tuberculosis was made and established as follows:—