

which may be payable to the city of Halifax, or chargeable against the said premises by reason of the manner in which the same are used or occupied by the lessees hereafter, or which are chargeable or levied against any property belonging to the said lessees (the said lessor, however, hereby agreeing to continue to pay as heretofore all the regular and ordinary taxes, water rates and assessments levied upon or with respect to said premises, and the personal property thereon belonging to the lessor)."

By statute the buildings or premises of the plaintiff company are exempt from taxation by the city of Halifax so long as they are exclusively used for the purposes of the plaintiff company as specified in their charter.

As a matter of fact, however, the assessors of the city only assessed that portion of these premises used from time to time for purposes other than the prescribed objects of the company, and on a basis or amount proportionate to the income derived from this temporary use of such portion. From 1896 down to the making of this lease, the company had been leasing this hall from time to time for purposes foreign to the objects of the company, and in view of that an annual assessment of \$1,000 was imposed by the city officials. This was not the legal method of taxation under the statute granting the exemption to this company, but it was the method adopted and concurred in for many years by the authorities concerned, and probably served just purposes under the circumstances. It was upon this amount, \$1,000, the plaintiff company was assessed at the time the lease was made.

Under these circumstances, and upon this state of facts, the parties sat down to prepare this lease, the above recited clause of which is presented for interpretation in this action. And I am of opinion that the proper construction of the clause in question is that the lessees should pay the "taxes or other rates or assessments" payable to the city of Halifax, or chargeable against the said premises by reason of the manner in which the same are used or occupied by the lessees hereafter, the lessor, however, agreeing to continue to pay as heretofore all the regular and ordinary taxes (that is, on the assessment of \$1,000 previously paid by the said lessor). This, it seems to me, is the only construction which will give effect to the word "hereafter" in the one case and the words "continue to pay as heretofore" in the other case, and the