

days of such men as a Robinson, a Macaulay, a McLean or a Draper, in Upper Canada, so it was in Nova Scotia and the other provinces by the sea.

In those days we heard no such tales as come to us from time to time in these days. The judges knew their place, and wherein the strength of their position lay, and the Bar respected and admired, and in the main, sought to imitate them, and both clients and the country were the gainers.

Every true man is, or should be, jealous of the honor of the order to which he belongs, and we feel confident that this word to the wise coming, not from an individual, but as the general voice of the Canadian Bar, will not be contemptuously passed by. We are not fearful, therefore, of giving offence in this matter, nor, should anyone be offended, are we careful to consider who that person may be.

ATTACHMENT OF RENT.

To what extent rent is attachable does not appear to be very satisfactorily settled. Rent actually payable can clearly be attached, as was decided by the English Queen's Bench in 1867, in *Mitchell v. Lee*, L.R. 2 Q.B. 259. It has been said by some judges that rent accruing due may now also be attached, as under the Apportionment Act, R.S.O., c. 170, s. 4, it becomes due *de die in diem*, and that on the following gale day the portion accrued up to the service of the attaching order may be properly ordered to be paid to the attaching creditor: *Massie v. Toronto Printing Co.*, 12 P.R. 12; but in that case the Master-in-Chambers says that an attaching order could only affect rent which had accrued up to the date of it, and could not affect future accruing rent, because it might not become payable by reason of the eviction of the tenant. And this view was confirmed by Galt, J., and subsequently approved by Boyd, C., in *Patterson v. King*, 27 Ont. 56; but the reasoning which the Master-in-Chambers assigned for the non-attachability of future accruing rent would appear to apply just as forcibly to every day's rent before the day it actually becomes payable. In *Clapham v. Draper*, 1 Cab. & E.