thereby demised, or any part thereof." It is difficult to conceive words with a larger import than this; I quite agree with the judgment pronounced upon that covenant; Creswell, J., lays great stress upon the fact that it was the intention of the parties that the lessor should receive a certain sum, wholly independant of any taxes or assessments of any description, or upon any account. The case of *Payne* v. *Burridge* is also distinguishable; there the covenant was "to pay the rent without any deduction whatsoever," and "to pay and discharge all taxes, rates, duties, levies, assessments, and payments whatsoever which might be rated, levied, assessed, or imposed upon, or payable in respect of" the demised premises. I think all the cases are distinguishable, and that this rule should be made absolute.

WILLES, J.—I am of the same opinion. If the case had to be decided without reference to the previous cases, I could not resist the defendants argument; but this is a covenant to pay all such rates, taxes, and impositions as might be laid upon the premises; such, for example, as a sewers rate, which is deducted from the landlords rent, there is a covenant by the tenant to pay it; so, too, if a duty was imposed by the act on the tenant, and he failed to perform it, whereby charges were cast upon the landlord, such charges would be recoverable. In the case of *Sweet* v. *Seagar*, the tenant was not only bound to make payments, but certain duties were imposed upon him, although the Metropolis Local Management Act cast the duty upon the land lord in the first first instance. In the case before us, not only is there a duty cast upon the landlord, but under section 17 an action of debt lies against him, if he fails to perform that duty; and the tenant is not to be assessed in respect of the premises, but only in respect of the landlord not having performed his duty. Although I have felt doubt, I now feel satisfied that the present case is distinguishable from the decided case.

KEATING, J.—I am of the same opinion. The question is, what was the intention of these parties? The landlord not having himself performed the works, has been obliged to pay the charges incurred by the council in performing them, and seeks to recover the sum so spent, under the covenant. For this purpose he relies upon the word, "imposition," and contends that that word includes expenses such as those he has incurred. I consider that that word must be construed with reference to the words with which it is found, and cannot receive the extended construction of which it would be capable if it stood alone; it must have reference to payments of the same character as rates and taxes. If it had not been for the former cases, I should have felt no difficulty in coming to a conclusion; but I quite agree with the Lord Chief Justice in thinking that all the other cases vary, and are distinguishable from the present. I am not sorry that the Court has been able to come to the conclusion at which we have arrived.

SMITH, J.—I have felt some difficulty in arriving at our present conclusion, not as regards the construction of the covenant, but I feared that our judgment might not be consistent with some of the previous cases; but I think that this case is distinguishable from all the former cases; I think that the covenant must be taken to have reference to money payments made in respect of the premises. It is a far-fetched construction to hold that a duty imposed on a landlord is an imposition in respect of the premises. The landlord is personally responsible for the performance of that duty, and if the Commissioners are compelled to do it, they may sue him for the expenses so incurred. The tenant is only to be resorted to by way of an additional remedy, and that remedy may be employed not only against the present but against subsequent tenants. The cases referred to differ both as to the language and in some respects as to the nature of the charges imposed. I think those decisions have gone quite far enough, and are not prepared to extend the principle they involve.

Rule absolute to enter the verdict for the defendant.

CORRESPONDENCE.

Masters and Servants.

TO THE EDITORS OF THE LOCAL COURTS GAZETTE.

GENTLEMEN,—A young man in this locality, whom we will call A, made an agreement with a farmer, whom we will call B, to work for him for six or eight months, and to commence the work at a certain day. Some little time after making the agreement, and before the time expired, A went to another farmer, whom we will call C, and offered to hire with him. Farmer C, having heard of his previous engagement with B, said to him, "You cannot hire with me, for the reason that you are already engaged to work for B." To which A replied, "I am not going to work for B; so if you don't hire me some one else will." After some little further conversation a bargain was made between A and C, for six months, and C gave A twenty-five cents to bind the bargain,—A to commence work at a certain day named, as in agreement with B. Before A had commenced to work for C, B paid A a visit, and prevailed on him to commence work on his first agreement, viz., with B. Farmer C, hearing of this, felt himself aggrieved, and went to a magistrate, to enter a complaint against A for not coming to work for him according to agreement. The magistrate, however, refused to interfere, for the following reasons, viz., that A, after engaging with B, could not enter into another engagement with C; and C, knowing that A was previously hired to work for B, should not have made any bargain with him, and in so doing acted illegally; that A was wrong in offering to hire with C, after hiring with B; and C, knowing, that A was hired to B, was equally wrong, and consequently had no just cause of complaint.