

clause was intended to afford the landlord compensation or indemnification for the invasion of his rights, consequent upon an assignment by his tenant, so that at least three months' bonus of rent should be assured to landlords.

It is no doubt easier to criticize than to create, and while not forgetting Lord Bramwell's words in *Netherseal Colliery Co., v. Boarne*, 14 App. Cas. 237, "I dislike finding fault with statutes. There is nothing so difficult to draft;" shall we not emphasize the language of Osler, J. A., in alluding to this enactment as a "statute, which is not happily expressed, and no construction which may be placed upon it seems free from difficulty?"

This difficulty may be illustrated by propounding a stated case: A tenant in possession of premises under a lease for five years; term beginning Jan. 1st, 1898; rent reserved \$400 per annum, payable half-yearly in advance; accelerating clause, in case of an assignment for benefit of creditors, providing for an additional half year's rent becoming due and payable, together with current year's taxes, computed on previous year's rate; tenant having paid no rent assigns on 2nd January, 1899; for what amount is the landlord of the premises entitled to a preferential lien?

(1) The landlord's solicitor will contend for \$800 and taxes for year 1899, citing *Tew v. Toronto Loan Co.*

(2) The assignor's solicitor will contend for \$600 and 1899 taxes, with three months' right of occupation, citing *Lazier v. Henderson.*

(3) The assignee's solicitor will contend for \$600 and 1899 taxes and rent at rate of \$400 per annum for so long as assignee retains possession, citing *Clarke v. Reid* and *Lazier v. Henderson.*

(4) The largest creditor's solicitor will contend for \$500 coupled with right of assignee to use the premises without further rent charge until 1st April, 1899, citing Osler, J. A., in *Langley v. Meir.*

(5) Another creditor's solicitor will contend for \$500 plus rent from 2nd Jan., 1899, until assignee vacates, citing *Clarke v. Reid.*

It would surely not be doing too great violence to the relationship of landlord and tenant to amend the clause so as to make it clear that either of the last two contentions should prevail, and provide also for a proportionate part of the current year's taxes being a preferred claim if the lease stipulates for payment of taxes by the tenant.

Cobourg.

FRANK M. FIELD.