

the words "from thence" refer to the immediate context "the execution of such assignment," or to the preceding clause "and for three months following?" If the three months' rent is to be treated as a bonus or beneficial provision, one would think the latter view right, i. e., as put by Chancellor Boyd "so long after the three months as he shall retain possession."

*Magann v. Ferguson*, 29 O. R. 235, which was argued on March 8th, 1898, before Meredith, C. J. (a few days before the argument in *Langley v. Meir*), expressly decides what Maclellan, J. A., suggests on page 386, namely, "that a landlord has no preferential claim for rent against an insolvent's estate, if there be no distrainable goods on the premises at the time of the assignment." This case, however, was not cited on the argument in *Langley v. Meir*, not having been at that time reported. *Tew v. Toronto Loan and Savings Company*, decided by Ferguson, J. on 14th Dec., 1898 (ante p. 112), tends to preserve to the landlord extensive preferential rights, rather than to lessen them. In that case the lease provided for payment of rent quarterly in advance, with an accelerating clause adding a further quarter's rent in case of an assignment, together with the current year's taxes. The landlord was held entitled to a preferential lien for three quarters' rent, as well as the taxes for the current year.

In *Lazier v. Henderson*, 34 C. L. J. 698 (Oct. 8, 1898), Falconbridge, J., and Street, J., paraphrased the clause in s. 34, quoted as "arrears of rent becoming due during the three months following the execution of such assignment," and, to entitle the landlord to his preferential claim for rent, it was held to be essential that there should be upon the demised premises goods which were subject to distress at the time the assignment was made. The lease in this case provided for payment of rent quarterly in advance, with an accelerating clause by which the current quarter's rent and the next succeeding quarter's rent and current year's taxes should become due and payable in the event of an assignment being made. The landlord was held entitled to a preferential lien for the quarter during which the assignment occurred and the following quarter, the latter, however, because of the statutory provision, with the above construction, rather than by virtue of the accelerating clause of the lease. The accelerating clause may have been held to be ineffectual because of the provision connected therewith, that the term should be forfeited and void in consequence of the assignment. *Lazier v. Henderson* therefore seems to support the view that the