

cial relation either to present earnings or the possible earnings of the future—a value as purely fictitious as that of the shares in the historic South Sea Bubble, or the non-dividend-paying stocks of the Kaffir craze.

The net average amount received by the lessee for rent per year during the last twelve years of the lease, without making any allowance for depreciation of building, was \$1,638. The present total receipts of the property are \$2,440 per annum. The award brought in by the majority of the arbitrators fixed the rent for the next twenty-one years at \$2,592 and taxes. Had the tenant chosen to continue the lease, his annual statement of profit and loss, supposing the property to have remained occupied without intermission at an undiminished rental—a very unlikely contingency in these days of falling rents and vacant stores—would have stood about as follows:

Ground Rent.....	\$2592 00
Taxes	500 00
Insurance	150 00
Repairs.....	200 00
Total Expenses.....	3442 00
Receipts	2440 00
Net loss to Lessee.	\$1002 00

Mr. Jaffray, throughout the arbitration, took the ground that the express language of the renewal clause constituted the earning value of the property in 1893 the only test, and entirely precluded the consideration of prospective or speculative value. He refused to sign the award. Hon. S. C. Wood, Manager of the Freehold Loan and Savings Company—an institution, by the way, considerably interested in the maintenance of high values—and T. D. Delamere, Q.C., are responsible for a decision which practically condemned the unfortunate lessee to pay out of his own pocket one thousand dollars annually to the landlord above and beyond all present or probable earnings of the property. He has, in consequence, thrown up a lease which under such conditions was a good deal worse than valueless, and lost the property upon which he depended for an income in his declining years.

The case of Lots 2, 3 and 4 of the Knox Presbyterian Church property, on the North side of Richmond Street West, is similar in all essentials to that of Dr. Campbell previously detailed. These lots were originally leased at \$2.50 per foot and when the leases were renewed about 1890, the rents were increased by the arbitrators to the utterly preposterous figure of \$12.50 per foot. This, as in the Campbell case, practically amounted to confiscation of the tenant's improvements. There being