

sation for possible loss accruing to him, because of the legislation by which his tenant is enabled to turn the premises over to a stranger, in the guise of a trustee for the creditors of the insolvent tenant. Such possession of premises by an assignee is certainly detrimental to the goodwill attaching to premises in which business has been carried on successfully. The construction adopted by Chancellor Boyd was, at all events, reasonable and simple. In fact, the Court of Appeal rather find fault with the Chancellor's treatment of the point as being too simple, and Burton, C. J. and MacLennan, J., indicate that *Clarke v. Reid*, was decided without due regard to the inexact language employed to convey the meaning of the Legislature. Perhaps the conclusions arrived at in *Clarke v. Reid*, are attributable to the atmosphere which pervades the much canvassed weekly Courts out of Toronto, where expedition is perhaps of more moment than elucidation. However that may be, until the legislators tackle the case of *Langley v. Meir*, landlords lose all compensation for the invasion of their premises by unattorning tenants in the guise of assignees clothed with statutory powers under R.S.O. c. 147.

Chancellor Boyd, Osler, J.A. and Falconbridge, J., are on record in favour of the view that the three months' rent clause is a beneficial provision in the landlord's favour, while Burton, C. J. and MacLennan, J. A., give effect to the ingenious argument of the assignee's counsel in the case referred to, namely that the preferential lien for the three months following the date of the assignment can be recognized only in those cases where, by the terms of the lease, such three months' rent is payable in advance, or as Mr. Justice MacLennan puts it "the preferential lien depends on the right to distrain upon the assigned goods," and the right to distrain would of course depend upon the terms of the lease. Osler, J. A., seems to indicate that, in his view, the statute defines the exact limits of the preferential lien to be the amount owed for rent in respect of the year previous to the assignment, and, in addition thereto, three months more; the latter, however, coupled with the condition that the assignee may enjoy the use of the premises during that three months. It will be noticed that the clause is susceptible of widely different meanings according as you read it, "arrears of" rent for three months following, or "rent" for three months following, the latter certainly being free from the taint of Hibernianism that characterizes the other reading. Then again do