

even the mortgagor could be made personally liable for its payment. This shows that the personal liability to pay a sum of money secured by a mortgage on lands is not a necessary incident of the character of mortgagor, but rests purely in contract; and, if there can be no contract, express or implied, established, there is no personal liability.

Mr. Galt's paper was a bold and ingenious attempt to establish that the law ought to be the other way; but we cannot say that we are disappointed at finding that the most recent deliverance of the court on this question adheres to what had been, previously, the established rule.

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SECTION 4 of The Landlord and Tenant Act, 1895, is one deserving of the careful attention of the profession. It may mean a great deal, or very little; but, until it has received judicial construction, it is one of those pieces of legislation which may be found to have all the delightful qualities of an infernal machine, whereby its victim is suddenly knocked into smithereens before he well realizes what is the matter with him. With the blandness and apparent innocence of a heathen Chinese, it seems, by a few simple words, to overturn the whole law of landlord and tenant.

It enacts that "the relation of landlord and tenant shall be deemed to be founded in the express or implied contract of the parties, and not upon tenure or service, and a reversion shall not be necessary to such relation, which shall be deemed to subsist in all cases where there shall be an agreement to hold land from or under another in consideration of any rent. And nothing in this Act shall affect any pending litigation."

Who can tell what may be found to be the legal effect of such words? Do they mean, as some have suggested, that the whole common law of landlord and tenant is subverted, and that all those legal incidents which the common law annexes to that relationship are virtually abolished, including, among other things, the right of landlords to distrain and of tenants to remove fixtures; and as to the duration of the tenancy in case of overholding tenants, and the right as to notices to quit, etc., and that all such rights on the one hand and on the other must, henceforth, be the subject of express or implied contract? If