

The rent which the landlord may claim under this section is—

1. Where the letting is by the week, rent for four weeks.

2. Where the letting is for any term less than a year (*e. g.* by the quarter), the rent accruing due in two terms of payment.

3. Where the letting is by the year, one year's rent.

It will be observed that claims by landlord *must be in writing*, and contain certain information as to the nature of the holding.

In reference to this notice of claim, it is necessary to state the meaning attached by a subsequent section (15) to the terms landlord and agent. The term "landlord" means the person entitled to the immediate reversion of the lands; or if the property be held in joint tenancy, coparcenery, or tenancy in common, includes any one of the persons entitled to such reversion. The word "agent" means any person usually employed by the landlord for the letting of lands or the collection of rents thereof, or person authorised to act by writing from the landlord.

A bailiff then making a seizure in case the landlord claims rent for the property on which the goods have been taken, should, on receiving the written claim as before mentioned, of the landlord signed by him or his agent, "distrain as well for the amount of the rent so claimed and the costs of such additional distress as for the amount of money and costs for which the warrant of execution issued, and shall not proceed to sell the same or any part thereof, until after the end of eight days at least next following after such distress taken." (Sec. 6.)

In seizing after notice from the landlord, the bailiff may take any goods that would be liable to distress for rent in ordinary cases, though they may not be liable to be taken in execution, provided he seizes no more of such goods than are sufficient to satisfy the rent due. Thus, although the wearing apparel, bedding, tools, and implements of trade of the defendant, to the value of £5, are protected from seizure *under execution*, yet if the landlord gives the bailiff the proper written notice claiming arrears of rent (under sec. 6), the bailiff may distrain such excepted articles to satisfy the rent: (see *Woodcock v. Pritchard*, 1 C. C. C., 428, 17 L. T., Q. B. 16.)

In distraining for the landlord, it must be remembered that the amount is limited for which a distress may be made, and a bailiff should not demand more rent than may be claimed under one of the three holdings above stated.

If the goods taken be replevied by the (tenant) defendant, so much of them "shall be sold as will satisfy the money and costs" for which the warrant "issued, and the costs of the sale, and the surplus of the sale and of the goods distrained shall be returned

as in other cases of distress for rent and replevin thereof. But no execution creditor is to be satisfied his debt out of the proceeds of the execution and distress, or distress only where the tenant (defendant) replevies, until the landlord, who shall conform to the provisions of the Act, be paid the rent in arrear for the periods before specified."

It would appear that the intention of the Legislature is, that the landlord should retain his precedence over the execution creditor within the limits prescribed by the 6th section.

If there be sufficient goods to satisfy, both the amount of the rent and of the execution, the execution will, of course, be paid in full; if insufficient for that purpose, the costs of distress, &c., are first deducted; the rent claimed is then paid to the landlord, and the surplus, if any there be, paid over to the execution creditor on account.

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GENERAL AND MUNICIPAL LAW.

QUEEN'S BENCH

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RYCKMAN v. RYCKMAN.

Dower—Demand and refusal—Evidences of readiness to assign—13 & 14 Vic., ch. 58, s. 5.

DOWER.—Plea, tout temps prêt. Replication, a demand and refusal. Rejoinder, denying the refusal. There was no suggestion that the husband died seized. The evidence showed that the tenant had frequently offered the demandant her dower, and to leave it to two persons to stake out the land, but she declined saying that she could not work the land and would rather have compensation, and no portion was in fact marked out. Held, that no issue must be found for the tenant.

As the husband did in fact die seized—Sed. per BARON J. that that should have been suggested on the record, and the tenant would then have been entitled to damages from the suing out of the writ, and consequently to costs.

DOWER.—The demandant claimed dower in certain lands, as the wife of Tobias Ryckman, deceased, not asserting that he died seized, nor claiming damages.

The tenant pleaded that from the death of the husband, he hath been always "ready, and still is ready, to render to the demandant her dower, and rendereth the same here into court."

The demandant replied that more than one month, and less than one year before the commencement of this suit, namely, on the 2nd of August, 1855, she demanded from the tenant her dower, &c., but that he did not render it, and wholly neglected and refused so to do, wherefore she prays judgment to recover her dower aforesaid in the lands, &c., and also damages for the detention thereof.

The tenant rejoined that he did not refuse to render her dower to the demandant, in manner and form as alleged in the replication, concluding to the contrary.

At the trial, at Cobourg, before Hagarly, J., it was proved that in July, 1855, the demandant served a written demand of her dower, pursuant to the statute. The action was brought on the 28th of February, 1856.

The tenant had frequently stated to the demandant and her attorney his willingness to give dower, offering her possession of one-third of each field and of the house, and telling her that he would name a person, and she could name another, and she might come any day she wished, and they should stake out the land for her. Her attorney was present when such offer was made to her.

She was told, soon after her husband's death, that she might have her living so long as she would live in the house of Munsen Ryckman, the tenant of one portion of the property, and one of her husband's sons (she had been married to Tobias Ryckman about two years before his death). She was told also by the tenant "here is the land, one-third of it is for you, you can rent it to