

perfection and yet answer the description, just as a house may be a very desirable house and yet in some respects be objectionable. What qualities, then, must a tenant possess before a vendor can risk attaching "very desirable" to his description. Sobriety is a good quality—a carouser might spoil the paper and plaster; freedom from family is another excellent feature; if the premises are used as an hotel, one who would attract guests would no doubt be attractive to landlords, for the value of the property would increase with its popularity; if, in addition to this winning characteristic, he practised close economy, with a view to regular payment of rent, he would seem to be "a very desirable tenant," and only second to one who out of his wealth would carry on the hotel for his own diversion, with liberal prodigality and pay the rent in advance—a species rarely encountered. Is, then, the term, "a very desirable tenant" a definite expression of a definite idea, or must we not, if we use the term, at once express our understanding of its import in order to avoid confusion?

The point arose in *Smith v. Land and House Property Corporation*, 49 L. T. N. S. 532, where the facts were as follows:

The plaintiffs advertised for sale by auction an hotel, stated in particulars to be held by a "most desirable tenant." The defendants sent their secretary down to inspect the property and report thereon. The secretary reported very unfavourably, stating that the tenant could scarcely pay the rent (400*l.*), rates, and taxes. The defendants, however, relying on the statements in the particulars, authorized the secretary to attend the sale and bid up to 5000*l.* The property was bought in at the sale, and the secretary purchased it by private contract for 4700*l.* It appeared subsequently that the quarter's rent prior to the sale had not been paid; the previous quarter had been paid by instalments, and six weeks after the sale the tenant filed his petition. It appeared, however, that the hotel business was as good during the last year as previously, and that the month of the tenant's failure was the best he had had. The plaintiffs