his *collaborateur*, that "it was was his pet pro-"ject and hobby; he spared no pains nor "expense upon it; he cared not what it cost "him; he was continually planning to make it "better; he was never satisfied with it. He "was conscious of the demand of the great and "critical audience which he addressed, he had a "high sense of what was due them, and his "conscience was always uneasy lest he was not "giving them his very best." When the publication of the *Legal News* was commenced, Mr. Thompson, not content to notice the work kindly in his journal, privately tendered the expression of his sympathy and encouragement. Legal authorship sustains a serious loss in the untimely decease of a gentleman so richly endowed with the editorial faculty and so well qualified in every way for the special avocation which he had adopted.

RIGHT OF LANDLORD TO DISTRAIN TWICE FOR SAME RENT.

The law of distraint embraces many questions of general interest.

The judgment delivered lately by Mr. Serjeant Atkinson, at the Wakefield County Court, in the case of *Re Duckells and Furness, Ex parte The Leeds Estate Building Society*, touched upon not the least interesting of those questions, viz., the right of a landlord to distrain twice for the same rent. The society in this case put in a distress soon after the 30th Nov., 1878, for two years' rent. The debtors thereupon represented to the secretary of the society that if the distress was persisted in, the credit of this partnership would be ruined. The society accordingly agreed to withdraw, pending a settlement of the claim. The debtors failed to pay an instalment due on the 11th Feb., 1879. On the 26th Feb. a petition in bankruptcy was filed against them, and the society again made a distraint for a year's rent. The trustee in bankruptcy claimed the proceeds of the sale.

Lord Mansfield stated in an early case, the principle upon which a second distress is allowable (*Hutchins* v. *Chambers*, 1 Bur. 579): "A man who has an entire duty shall not split the entire sum, and distrain for a part of it at one time, and for the other part at another time, and so *toties quoties* for several times, for that is great oppression. * * * But if a man seizes for the whole of the sum that is due to him, and only mistakes the value of the goods seized, which may be of very uncertain or even imaginary value, as pictures, etc., there is no reason why he should not afterwards complete his execution by making a further seizure. * * And if he does not take the value of the whole at first, out of tenderness and consideration, perhaps, there is no reason why he should not complete it by a second seizure, provided it is for the same sum due." So according to Baron Parke, in *Bagge* v. *Mawby* (*infra*), if the tenant has done anything equivalent to saying, "forbear to distrain now, and postpone your distress to some other time," the landlord may again distrain.

Bagge v. *Mawby*, 8 Ex. 641, is cited as a case which limits the right to distrain a second time. Half a year's rent being due and in arrear from a tenant who had previously committed an act of bankruptcy, the landlord put in a distress, and was about to proceed with the sale of the goods seized, when in consequence of a notice from a creditor of the tenant, stating that he was taking proceedings in bankruptcy against the tenant, and that he thereby warned the landlord not to sell, and threatened to hold him accountable if he did, the landlord withdrew the distress, without payment of his rent. At that time no assignee had been appointed, but the tenant was afterwards declared bankrupt, and the creditor who gave the above notice was made assignee. The landlord subsequently distrained a second time for the same rent, but the goods were sold under the direction of the assignee, and the proceeds of the sale were handed over to him. The question before the court was whether the notice that was given by the respondent, who was merely the petitioning creditor, and had no other interest whatever in the property, to the landlord, to desist from selling in the first distress, was a good cause or excuse for his abstaining from exercising the power of distress.

The court unanimously answered the question in the negative, being of opinion that the notice was a mere idle threat which the landlord might and ought to have disregarded. It could not be said that the first distress was abandoned by reason of the act of the tenant.

In an action for use and occupation (*Deare* v. *Edmunds*, 2 Chit. 301), the defendants pleaded a distress for rent seized, taken and retained.