

principal safeguard against hasty and mischievous legislation by the representatives of the people. There does not seem to be much real force in this objection, for the distinction thus emphasized must always exist as long as the organic statutes continue, as we may fairly suppose will be the case, to be susceptible of enactment only in cases where they receive the support of a proportion of the voters largely exceeding that bare majority which is required for the passage of an ordinary statute.

Correspondence.

THE LANGUAGE OF LEGISLATION.

To the Editor of the Canada Law Journal.

DEAR SIR,—

"In case of an assignment for the general benefit of creditors the preferential lien of the landlord for rent shall be restricted to arrears of rent due during the period of one year last previous to, *and for three months following*, the execution of such assignment, and from thence so long as the assignee shall retain possession of the premises leased." R. S. O., c. 170, sec. 34, s.-s.

Laymen have laughed at legal phraseology, with its numberless "saids," "aforesaid," "hereinbefore," and "hereinafter," but, of late the loudest complaints are from the profession, Bench and Bar, because of the loose language which, recently to an aggravating degree, has characterized Acts of the Legislature. These observations are provoked by a perusal of the report of the case of *Langley v. Meir*, 34 C.L.J. 467; 25 A.R. 372 in which the hitherto prevailing construction of the section of the Act above quoted is materially altered.

Since the publication of the Chancellor's judgment (Feb. 7th, 1896) in *Clarke v. Reid*, 27 O. R. 618, assignees have supposed that they were following the correct interpretation of the legislation of 1895, being 50 Vict. c. 26, s. 3 (now R. S. O. c. 170, s. 34, s.-s. 1), in allowing and paying to landlords, as a preferential claim a bonus of three months' rent in addition to the arrears (if any) due for the twelve months immediately preceding the date of the assignment.

The three months' allowance was considered to be in the nature of an indemnity justly allowable to a landlord as compen-