an Indian to do would be to transfer it to an Indian. If Thompson, who held the promissory note upon which the judgment was recovered, had given it to the plaintiff, the defendant would have had no answer to the plaintiff's action upon it, and judgment must have gone against him. It could not have been intended that that should be possible; and the Court was driven to the conclusion that the context required that the word "person," as used in sec. 102, is not to be read with the restricted meaning which sec. 2 (c) would otherwise give it.

Appeal dismissed with costs.

FIRST DIVISIONAL COURT. FEBRUARY 7TH, 1917.

*RE LITTLE AND BEATTIE.

Landlord and Tenant—Lease—Rent Payable in Advance—Proviso for Fixing New Rental upon Happening of Named Event during Term—Right to Distrain for Rent Reserved until New Rental Fixed—Rent Falling Due before Happening of Event —Apportionment Act, R.S.O. 1914 ch. 156—Application of.

Appeal by a tenant from an order of the Judge of the County Court of the County of Essex dismissing an application made by the appellant under sec. 65 of the Landlord and Tenant Act, R.S.O. 1914 ch. 155, for an order staying all proceedings under a distress for rent, and directing that the rent, which had been paid into Court by the appellant, should be paid out to the landlord.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, HODGINS, and FERGUSON, JJ.A.

A. C. McMaster, for the appellant.

A. W. Langmuir, for the landlord, respondent.

MEREDITH, C.J.O., reading the judgment of the Court, said that the appellant was tenant to the respondent of a parcel of land in the township of Pelee, which consisted in part of what was described as the hotel property of the lessor, under a lease dated the 13th March, 1912, for the term of ten years from the 1st May, 1912. The rent reserved was $800 per annum, payable quarterly in advance. The lease contained this proviso: "If local option or any Act or by-law preventing the sale of intoxicating liquors over the bar should come into force on Pelee Island during the