

tion of the Landlord and Tenant Act., and your observations upon them in your July issue. I also venture to think these judgments are somewhat open to question, though given by judges whose decisions are entitled to much weight. There cannot be any question but that the legislation referred to, s.s. 2 of s. 30 R.S.O. (1897) c. 170, is vague and of difficult construction, but if that alone would enable our judges to ignore a statute, we should have a considerable portion of our legislation disregarded. Judge Snider states in his judgment in the latter case, "I recognize that it is my duty to give effect to the intention of the legislature, if I can discover it," and it is in that view, not as defending vague legislation of this kind, that I venture to think the meaning of this sub-section can be found. Without going into a lengthy or elaborate argument, I would say that I have had to advise more than once on the sub-section referred to, and while recognizing the difficulty of construction, I have given the opinion that under the statute, the landlord's bailiff when more than two months' rent was in arrear, could seize and sell sufficient of the exempted goods to settle the amount of rent that accrued after the two months' rent fell due, that is for the third and subsequent months, and should the tenant before sale pay or tender the rent other than for such first two months the bailiff would have to withdraw from possession, in other words that, so far as such exempted goods are concerned, the first two months' arrears of rent could be considered only as giving the right to seize for the rent that subsequently thereto accrued due, and except as to the giving of such right said two months rent would virtually have to be considered as non-existent.

It appears to me that this interpretation overcomes many of the difficulties suggested by the learned judges, and gives a reasonable interpretation to this certainly somewhat obscure enactment. I might add that the sub-section referred to was probably enacted to enable monthly tenants with small means and few chattels to obtain leniency from their landlords during the winter months when work is difficult to be had, a landlord being often willing to risk the loss of two months' rent when he would not be prepared to lose more.

Barrie.

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