off the plough at work, articles in actual use at the time of seizure and certain similar exceptions, allowed, it is believed, solely because the taking under certain circumstances might lead to a breach of the peace. The more humane tendencies of modern times were expended in many directions and for many years, before the harsh law in favor of the landlord was approached. It was not until 1887, by 50 Vict., c. 23, s. 1 (O.) that our Legislature made a sweeping change, and placed all tenants whose tenancy commenced after 1st of October, 1887, upon the same footing as other debtors, and declared that the goods and chattels exempt from seizure under execution should not be liable for seizure under distress for rent. This broad remedial enactment continued in force until 1892, when the amendment which is now under consideration in this case was made, but purported to apply only to monthly tenancies. In the present case the tenancy was a monthly one. There was about eighteen months rent in arrear at the date of the seizure. The goods seized it is admitted are goods which would be exempt from seizure under execution. Are they exempt from seizure by distress under the provision of the statute, or if not what are the tenant's rights?

The first point to be noticed in the confusing language of the proviso is that it states in a case of monthly tenancies, "such exemptions shall only apply to two months' arrears of rent." Now, the exemption spoken of in s. 27 does not apply to rent, but to goods. There is no such thing as an exemption applying to arrears of rent. The original section, remedial and clearly expressed, gives to every tenant the right to claim all his goods as exempt from distress which would be exempt under execution. Has the proviso of 1892 cut down by clear and intelligible language this clearly expressed right? Does the clause mean that a tenant can claim for his goods exemption only where he is exactly two months in arrears with his rent; that if he be only one month in arrear or three months in arrears he can claim no exemption at all? It is argued that as the proviso takes away from monthly tenants a right which is not affected in the case of tenants holding by the week or quarter or year, such an intention must be expressed in most clear and positive language, otherwise it will not be inferred that the Legislature intended to deal so hardly with a particular class of tenants as distinguished from all other tenants.

Again, if it is meant that to the extent of two months arrears, i.e., one month or two months, but not exceeding two months, the tenant is to have the benefit of the original exemption of certain of his goods from seizure, does it mean that when his arrears of rent exceed two months he is to have no exemption whatever? In other words, is a monthly tenant, in arrear for more than two months, to be viewed as if still under the old common law and liable to have the bed taken from under his sick wife or child, and even his own clothing, or those of his wife and children, taken, if not in actual use at the time of the seizure? Or does it mean, though I see no authority in the language for this latter view, that he is entitled to claim as exempt goods to the value of two months' rent? Or does it mean that all the goods may be sold and he entitled to claim out of the proceeds money to the extent of two months' rent? Is it possible to put a fair and reasonable interpretation upon the language of