acting as his agent, "in such a position as to be able in one moment to put her foot in the room, it must be taken that she was constructively in the room:" 39 L. J., Q. B., 183.

The principle of the law is that as the landlord is supposed to give credit to a visible stock on the premises he ought to have recourse to everything he finds there: judgment of Ashhurst, J. in *Gordon* v. *Faulkner*, 4 T. R., at p. 568. In point of fact, however, while this rule has been rigidly enforced in some directions, it has in others been considerably relaxed. The goods on the demised premises may belong to the tenant, yet not one of them may be distrainable for rent. The goods may not belong to the tenant, yet may be seized and sold to satisfy his debt. So long as the things distrained were merely kept by the landlord as a pledge, to be returned to the owner on payment of the rent, no great hardship was inflicted on third persons, whose property was taken; but since the power of sale has been conferred on the landlord, the operation of this rule is often extremely harsh. An under-tenant or lodger who has paid his rent to his immediate landlord, is liable to have the whole of his goods seized for arrears due to the original landlord. Articles hired by the tenant from tradespeople may be sold to realise the rent. On both sides of the Atlantic this provision of the law has met with strong judicial approbation: (see observations of Blackburn, J., in 39 L. J., Q. B., 173, and of the Chief Justice in *Brown* v. *Sims*, 17 Serg. & Rawle, 138,) and in several States of the American Union it has been abolished. A bill was introduced by Mr. Sheridan into the House of Commons during the present Session to relieve the goods of undertenants and lodgers from the liability to be distrained for rent due to the original landlord, and after being read a second time was referred to a Select Committee. It is to be hoped that this very reasonable reform may speedily be effected. We may remark in passing that while goods belonging to third persons are liable to distress, animals *ferœ naturæ* are exempted from distress on the express ground that they belong to nobody.

From the circumstance that the distress was originally a pledge, to be restored to the tenant when satisfaction was made, it naturally followed that nothing could be taken which was incapable of being restored in the same plight as when it was seized. Hence perishable articles, such as milk and meat, cannot be distrained, and fixtures which cannot be severed without detriment, are also exempt from distress. This doctrine has, however, been extended to the class of things known as tenant's fixtures, an essential attribute of which is, that they are capable of being removed without material damage. Since it was considered unjust to deprive the tenant of the means of redeeming his pledge, a conditional protection was afforded to his implements and stock. The tools of the workman, the cattle and sheep of the farmer, and the books of the scholar can only be seized if there are no other sufficient goods on the premises to satisfy the distress. The exemption of goods from distress while in the hands of a tradesman rests on a different footing, and appears to be based on the benefit derived by the commonwealth from the exercise of a public trade; See *Muspratt* v. *Gregory*, 1 M. & W., p. 645. Originally the protection appears to have been almost exclusively limited to goods sent to the tenant to have labour bestowed upon them and to be returned in an altered condition: (Co. Lit., 47 a.), but the case of *Gilman* v. *Elton*, 3 B. & B., 75, extended it to goods sent in the way of trade for the purpose of sale, and it has been recently decided that articles pledged with a pawnbroker cannot be distrained by his landlord, although they may have remained in the possession of the pawnbroker for more than a year without any payment of interest: *Swire* v. *Leach*, 18 C. B., N. S. 479. By a somewhat arbitrary restriction the exemption from distress is denied to goods placed in the hands of the tenant merely with the intent that they shall remain on the premises: hence horses and carriages sent to a livery stable-keeper: *Parsons* v. *Gingell*, 4 C. B., 545; wine sent to a wine-warehouseman to be matured: *Ex parte Russell*, 18 W. R. 753, and probably also furniture deposited with a furniture warehouseman, may be distrained for rent due by the tenant, although his trade consists exclusively in the reception and care of the articles deposited with him.

Not only must the person distraining exercise the greatest care as to the description, but also to the value of the goods distrained. He is bound to ascertain that such value does not greatly exceed the amount of the arrears of rent. On the other hand he must take sufficient to cover his demand, for, in general, no second distress can be made for the same arrears of rent. He is to estimate the value of the goods seized at the price they would fetch at a broker's sale; but he may be liable to an action for excessive distress, although the goods fairly sold under the distress did not in fact realize the amount of the rent and costs.

The processes of seizure and impounding have long ceased to possess any importance. Almost any equivocal expression of an intention to seize will suffice, without touching the goods or entering upon the demised premises. A mere refusal by the landlord or his agent to permit chattels to be removed until the rent is paid, has been held to amount to a seizure: *Cramer* v. *Mott*, L. R., 5 Q. B., 357. In like manner impounding, which in ancient times necessarily involved the removal of the goods, may now in many cases be effected without the slightest change in their ordinary position, and without locking up the premises or leaving any one in possession: see *Swann* v. *Falmouth*, 8 B. & C. 456. It follows that the acts of seizing and impounding may be simul-