

not as regards the excess to be entitled to claim any exemption. That, it is submitted, is the fair meaning of the words; but in the judicial crucible they have been submitted to tests which have virtually evacuated them of all meaning, and as the learned senior Judge of the County Court of York is compelled to confess, ante, p. 41: "Rather than guess at its meaning (i.e., the proviso in sub-section 2) it is better to say that the words have no meaning at all;" which is virtually the conclusion at which he arrives; and his reasoning is followed and adopted by the learned senior Judge of the County Court of Wentworth.

With much deference, however, we do not think that the course adopted by these learned judges is the better one. All language used in legal documents involves a certain amount of guessing as to its meaning, but it is only where the meaning is clearly so ambiguous and doubtful as to be incomprehensible, that a judge can properly refuse to give any meaning at all to a statute.

The first sub-section clearly contemplates that there are to be some cases or circumstances in which the exemptions cannot be claimed, for it concludes with the words "except as hereinafter provided." But the learned Judge of the County Court of York criticises the words of the proviso, such "exemptions shall only apply to two months' arrears of rent" in this way, he says the exemption spoken of in the first sub-section "does not apply to rent, but to goods. There is no such thing as an exemption applying to arrears of rent." This seems to be somewhat hypercritical. It is true, the language used in this statute, as in many others, may not be as critically exact as it might be, still, in spite of the learned judge's criticism, it seems reasonably plain. Exemptions, it is true, in one sense do not apply to rent, but to goods, yet it is obvious that the exemptions apply to the goods in respect of the claim to levy rent; and that, it appears to us, is clearly what is meant.

The learned judge refuses to give that effect to the words because it would cut down the previous right of the tenant to claim the exemption in respect of all rent in arrear, which,