utory remedy has been provided for the fraudulent removal of goods to avoid a distress. By a strict construction of the statute its operation has been limited to cases in which the goods were removed *after* the rent became due. Goods previously removed cannot be seized for rent; hence, at any time before the rent day, a tenant may carry off his chattels in full view of his landlord, and with the avowed object of avoiding a distress. A man cannot distrain for rent in the night, because, as Chief Baron Gilbert says, the tenant hath not thereby notice to make a tender of his rent, which possibly he might do to prevent the impounding of his cattle: Gilbert on Distress, 50. As night is held to extend from sunset to sunrise, it appears that, in summer at least, a distress may be made before the person whose goods are seized, is awake, and cannot be made in the evening, when he is most likely to be at hand to tender the rent.

Let us suppose, however, that a landlord duly entitled to distrain has resolved to adopt that remedy. His first step is to appoint a bailiff, and the first care of that functionary is to protect himself against the risk arising from his own incompetence, by inserting in the warrant to distrain a carefully worded indemnity by the landlord. His next proceeding is to seek admission to the demised premises, and, thanks to the numerous cases which have been decided upon this subject, the limits of what he may and may not do, in order to effect this purpose, are marked out with tolerable clearness. It is not always quite so easy to discern the principle upon which the decisions are based. The leading rule seems to be that the bailiff may enter in the ordinary mode adopted by other persons who have occasion to go into the premises: *Ryan* v. *Shilcock*, 7 Ex., at p. 75. It has, however, been held that he may climb over a garden wall, or enter by an open window, methods of obtaining admission which cannot be considered as usual. Since the Englishman's house is his castle, the person distraining must not break the outer door, or unhasp a window, or open an unfastened window. It is not quite obvious why the Englishman's stable, not situate within the curtilage of his house, should also be deemed his castle; yet although the sheriff may break open the stable door, a person distraining for rent is not entitled to do so. The rule in *Semayne's case* appears to have been understood by the old authorities as prohibiting the person distraining from opening the outer door if it happened to be shut and not fastened, and a similar construction has been adopted in America, where it has been held that a sheriff's officer cannot even lift the latch of an outer door in order to open it: *Curtis* v. *Hubbard*, 1 Hill's Rep. 336. Recent English cases, however, have established the right of the person distraining to open the outer door in the ordinary way, but the tendency of judicial opinion appears now to be towards a stricter interpretation of the rule: *Nash* v. *Lucas*, L. R. 2 Q. B., 590.

The protection from distress extends only to the outer shell of the building. If the external door is open, the person distraining may break open inner doors. Hence, a lodger who has an outer door may, by keeping it locked between sunrise and sunset, prevent his landlord from availing himself of his remedy by distress; but if, although renting the upper floors from year to year, he has no outer door, he is not considered to have a castle, and the landlord's bailiff may obtrude himself under circumstances as inconvenient as those in the case in Hobart's Reports, where an entry by a bailiff, who broke open the door of a chamber where a man and his wife were in bed, was held to be lawful: Hob. 62, 263. The prohibition of breaking the outer door is also limited to the first entry of person distraining. If, after having lawfully entered he is forcibly ejected, or if, having gone out with the intention of returning, he finds himself barred out, he may break open the door to regain possession. Nice questions have arisen as to what is a sufficient possession to entitle the landlord to adopt this course. In the case of *Boyd* v. *Profaze*, 16 L. T., N. S., 431, the defendant, in going to distrain, lifted the latch of an outer door and had got his arm and foot inside, when the servants, with considerable presence of mind, placed a table between the door and a copper which stood near, and squeezed the unfortunate man between the door and the doorpost. By inserting a pair of shears in place of his limbs he succeeded in preventing the door from being closed, and having afterwards entered by force, contended that he had previously obtained a sufficient possession to entitle him to do so. The judge, however, was of opinion that the entry by the arm, foot, and shears, not being a peaceable possession, could not have that effect. After so much elaborate care bestowed upon the definition of lawful and unlawful modes of entry, it is rather surprising to find that actual entry on the demised premises is not essential to a distress. In his judgment in *Cramer* v. *Mott*, the Lord Chief Justice says, that where the article seized "is just inside the door, the tenant at the door, and the landlord's wife," 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