

made an anti-distress clause a part of every lease, and attached a right of distress to grocers' bills.

Is there, however, any reason for the distinction? The custom may have been forced by the landlords. Can it offer any good *raison d'être*?

If people were all accurate and honest, so that there could never be any doubt as to the existence or amount of a debt, there could be no good reason for requiring the routine of litigation prior to seizure, but every creditor should have a right to go to the sheriff direct, to acquaint him with the facts and require him to perform his office; for it must be remembered that the whole outcome of a suit is, after all, only a similar direction authorized or sanctioned by the court. Many people, however, are not honest, and very few of them are accurate, and the law requires that, unless the parties otherwise agree, the right to seize and sell goods must be established before it is enforced. To this rule it makes an exception in favor of rent, but at the same time, it requires, as one of the inseparable incidents of rent, that it should be *certain*. If there be any uncertainty, it is not technically rent, and cannot be distrained for. It is then a mere debt and must be litigated in the usual way. The object of a suit is to establish the certainty of the debt. Rent is certain without a suit. Why then should it be sued for? It may be objected that there is here a play upon the word *certain*, and to some extent the objection must be admitted. It is not contended that rent must certainly or necessarily be due and unpaid. It is asserted, however, apart from the technical meaning of the word *certain*, that there are few of the elements of uncertainty which naturally attach to a grocer's account. It may be asked why, if a man make a promissory note, and fail to pay it, there is not as much certainty as if a tenant agree to pay rent and make a like default. A legal mind will at once recognize the dissimilarity of the cases. The law does indeed recognize the fact that *prima facie* there is no defence to a suit upon a promissory note, and will not permit any appearance to be entered until satisfied that there is some *bona fide* defence, although in other cases it makes