

might be used and twisted by unscrupulous detectives to supplement weak points in the prosecution, and so convictions be obtained which the facts of the case would not warrant.

EXEMPTIONS FROM DISTRESS.

We have received communications from several of our subscribers, criticising the judgments in *Harris v. Canada Permanent L. & S. Co.*, ante p. 39, and *Shannon v. O'Brien*, ante p. 421, dealing with a monthly tenant's right to exemption under R.S.O., c. 170, s. 30.

The statute in question has certainly been a heavy strain upon professional thinking machines. The two learned County Court Judges who gave the judgments in the cases above referred to, have done their best to settle the question, and their opinions are entitled to very great respect. The result, however, does not appear to have been entirely satisfactory, certainly not from the landlord's point of view: and even from an academic standpoint there appears to us to be grave doubt whether a correct conclusion has been arrived at.

The section in question relates to the exemption of goods from distress, and is as follows:

(1) The goods and chattels exempt from seizure under execution, shall not be liable to seizure by distress by a landlord for rent in respect of a tenancy created after the first day of October, 1887, *except as hereinafter provided*.

(2) In case of a monthly tenancy the said exemptions shall only apply to two months' arrears of rent.

(3) The person claiming such exemption shall select and point out the goods and chattels as to which he claims exemption.

It is the second sub-section which appears to be difficult to understand. Reading it as we would read any other document, the meaning would appear to be that in the case of a monthly tenant he is only to be entitled to claim such exemption of his goods from distress in respect of two months' rent, and if he is in arrear beyond that amount he is