were passed, extending from Magna Charta to Stat. 1 and 2 Ph. and M., c. 12. These enactments re-affirmed the provisions of the common law, protecting the tenant against wrongful distress, and affixed heavy penalties to some of the more audacious violations of justice.

With the decline of the feudal system the process of distress lost much of its oppressive character. It was no longer a weapon in the hands of a powerful baron, but merely a summary mode of recovering rent reserved on a contract of lease voluntarily entered into. Means of evading the process were speedily discovered. Since a distress could only be made on the demised premises, the removal of the goods afforded an easy mode of depriving the landlord of his remedy. Since a distress could only be taken for rent in arrear during the continuance of the lease, the last half year's rent, which was generally not in arrear until after the expiration of the lease, could not be distrained for. Moreover, as the distress was simply a pledge, to be retained at the risk of the landlord, until the rent was paid, it afforded no remedy in the case of a tenant who obstinately refused to redeem his goods. The current of legislation which had previously been exclusively directed to the protection of the tenant, underwent a change, and the object of nearly all the statutes subsequent to that last above-named, was to improve the remedy of the landlord. He was authorised to follow and distrain goods fraudulenty removed; to distrain within a certain time after the determination of the lease; to take certain classes of goods not previously liable to distress, and a complete revolution was effected in the character of the process by the well-known Act of William and Mary, conferring on the landlord power to sell the goods distrained.

The modern statutes have almost exclusive reference to distress for rent, and it is to this branch of the process that we propose to restrict our remarks. We do not intend to discuss the policy of the law, or to suggest any serious modification of the privileges of the landlord. We take it for granted that this favoured individual should be allowed an advantage over all other creditors in the recovery of his debt. Assuming this, however, it is obviously desirable that the landlord's special remedy should be so well-defined and simple as to save him from the danger of error, and the tenant from the temptation to avenge himself by an action at law. The process, moreover, ought to be applicable to all cases in which payments by way of rent are reserved. Above all it ought to occasion the least possible inconvenience and loss to the tenant. Let us see how far the present law of distress for rent fulfils these conditions.

At the very threshold of the subject, we are confronted with several important limitations of the right to distrain, complicated with distinctions of singular subtlety. No distress can be made, except by express agreement, for payments by way of rent reserved on leases of mere chattels; but a mixed payment of rent and corporeal hereditaments—as, for instance, rent for furnished lodgings—since it is held to issue out of the hereditaments only, may be recovered by distress. Rent reserved on a mere licence to use premises for a particular purpose, as in the common case of a letting of a mere standing for machinery, cannot be distrained for, but if the letting is of the exclusive use of a defined portion of a room in a mill, the landlord may resort to this remedy. Rent due under a mere agreement for a lease, although the tenant may have entered under it, and continued in occupation for some years without paying rent, cannot be recovered by distress; but if the tenant, after entering into occupation, promises to pay a certain rent, or even only settles it in account with his landlord, a new agreement will be presumed, under which the landlord may have the right to distrain. Under a very ancient (see Britton, liv. I, ch. 28, 57b.) and wise rule of the Common Law, the remedy of distress is confined to rents of fixed amount. It would be obviously in the highest degree undesirable that the landlord should have the power of deciding for himself the amount of rent for which the seizure should be made. Where that amount has not been certainly fixed, he must resort to an action for use and occupation. According to Coke there may be a certainty in uncertainty, and it is held that a distress may be made for any rent which is capable of being reduced to a certainty. Hence a rent of 8*d.* per cubic yard for marl got and 1*s.* per 1000 for bricks made, may be distrained for, although it is obvious that questions may arise between landlord and tenant as to the amount of marl actually got, or the number of bricks actually made.

Another rule of great antiquity is, that the person distraining must possess a reversion in the demised premises: Lit. s. 114, Bro. Abr. tit. *Dette* pl. 39; citing Year Book, 48 Ed. 3, 4. Hence no distress can be made for rent reserved upon the assignment of a lease, but the reservation of a reversion of a single day will authorise a distress. A tenant from year to year underletting from year to year, has a sufficient reversion to enable him to distrain, and a mortgagor permitted by the mortgagee to continue in receipt of the rents of the mortgaged property, may distrain for rent due upon a lease made before the mortgage. It has been recently held that the reversion to support a distress need not be an actual reversion; that it is sufficient if it be a reversion by estoppel, and that if the tenant is actually let into occupation there is a reversion which he is estopped from denying: judgment of Blackburn, J., in *Morton* v. *Woods*, 37 L.J. Q.B. 248.

Other restrictions upon the landlord's power to distrain, have reference to the time at which it may be exercised, and in these we perceive a somewhat different current of judicial opinion. We have already mentioned that no distress can be made until the day after that on which the rent becomes due, and that a stat-