

government should its officers be appointed. To it of course the foregoing remarks do not apply, except so far as the protest raised against the appointments to this court as well as all others being made the reward of mere political service.

There may be other means by which the question of giving adequate salaries to Ontario judges without unfairly burdening the exchequer could be solved. For instance, additions might be made from Provincial funds; but the course above suggested may perhaps be the one best calculated to solve the difficulty, and most in accordance with the dictates of reason and constitutional usage.

IMPLIED COVENANT FOR QUIET ENJOYMENT.

Although we are bound to believe with Lord Coke that the common law of England is the perfection of reason, yet we occasionally come across cases in which, though the decisions of the Courts as to what is the common law upon some particular point may be a reasonable deduction from given premises, yet in the result it would appear that the law thus deduced is hard to reconcile either with reason or common sense.

After ten centuries of development it is disappointing when we find that there are still cases where the rights of suitors rest on the merest technicalities, and yet we ought not to be surprised that this is so, for a learned American judge has recently pointedly observed that our Courts are not kept open for the administration of abstract justice, but for the administration of the law, which is often an entirely different thing.

We are led to these observations by the consideration of the differences of opinion which have been recently manifested in the English Courts touching a very simple point arising on the relations of landlord and tenant, viz., the question under what circumstances an implied covenant for quiet enjoyment arises.

If the matter were to depend on what is fair and just between man and man it is obvious that the question would not admit of much difficulty; it would not depend on the particular words used in creating the tenancy, but on the simple fact that the tenancy has been created, and that, in the absence of any express stipulation, every man may be reasonably and justly presumed to engage that neither he, nor anyone claiming under him, shall do anything