

THE JURISDICTION OF THE COURTS OF GENERAL SESSIONS OF THE PEACE—SELECTIONS.

law and the same offences by statute adverted to, nor does it appear what was the nature of the offence in these cases in this particular. In the English authorities I have referred to, the jurisdiction of the Sessions is denied in cases at common law, and it is admitted that the Sessions had jurisdiction in cases of perjury at all events under the statute 5 Eliz. chap. 9 (which relates to perjury by witnesses in Court), by virtue of the words of that statute. In the article in the *LAW JOURNAL* of February, 1871, to which I have already adverted, the view is sustained, that the Sessions still have jurisdiction in cases of perjury by witnesses in Court, and a distinction is taken between the language of our statute 32 & 33 Vict. cap. 23, s. 6, and the English Act, 14 & 15 Vict. cap. 100, s. 19, from which our Act is taken, as indicating that in this country the jurisdiction over such cases is not confined to the assizes only, as in England. The writer of that article, however, suggests that in view of the directions given by the statute of Edward to the Sessions in cases of difficulty, not to give judgment unless in the presence of a justice of one or the other Bench, or the justice assigned to hold the assizes, it is not probable that the justices in Sessions will take upon themselves to decide such cases, but will leave them over to be tried by the judge holding the assizes.

Since the decisions I have cited from 31 U. C. R. I think it still more likely that the course he suggests will be adopted.

I had thought of saying something on the jurisdiction of the Sessions in matters of appeal from magistrates' convictions, but this paper has been drawn out longer than I expected, and I find that all I could say on that subject can readily be found from the authorities in *Robinson & Joseph's Digest*.

I will conclude by saying that whatever may be the difficulties in reconciling the

opinions expressed at different times on the subject, a safe guide to the present jurisdiction of the Sessions may be found in the words I have quoted from the judgment of Chief Justice Wilson in *The Queen v. Macdonald*, 31 U. C. R. 351, supplemented, of course, by whatever limitations may have been made by subsequent statutes.

SELECTIONS.

OBLIGATION OF LANDLORD TO REPAIR UNHEALTHY PREMISES.

THE questions whether or not a landlord must not let unhealthy premises; and whether or not, after having let them, he must keep such premises in a healthy condition and repairs are questions that have not been settled. The adjudications are conflicting and do not advance a principle or rule by which this subject can be governed. Some courts place the non-liability of the tenant for rent, and hence the obligation of the landlord to repair, upon the ground of fraud; others on the ground of the implied covenant to repair and keep the premises tenantable, while others deny the liability of the landlord to repair unhealthy premises unless bound to do so by writing. Stripped of the juridical reasoning exhibited in the adjudications, the proposition that a landlord must not rent unhealthy tenements, and must not, after notice, permit his tenement to become unhealthy for want of necessary repairs, is in harmony with justice, reason, humanity and the interests of government, and should be the universal rule of law. Between the landlord and the tenant, the contract is for tenantable premises, and premises cannot be and are not tenantable if they are or become unhealthy. The tenant rents the place to live in. This is the purpose and object of the contract. The landlord and tenant