

I have to accept the law as I find it; and it is no part of my duty to criticise either its wisdom or its justice. If it has appeared necessary and right to the Legislature, in order to secure obedience to the law, to impose a penalty upon a landlord whose tenant violates the law, it is the duty of the magistrate, and of this Court, when clearly satisfied that this is the meaning of the statute, to enforce its provisions. All considerations of hardship must be addressed to the Legislature itself.

Section 112 of the Liquor License Act was considered by a Divisional Court in an earlier case against the same man, in connection with an offence committed upon the same premises, reported in 13 O.W.R. 39. The conviction was quashed, upon the ground that the amendment by which the statute received its present form was not in force when the offence was committed. The meaning of the statute was discussed, and the Court accepted the view now contended for by the Crown, which is described as "a very stringent exercise of legislative power, placing the owner at the mercy of the actual occupant who has gone in under him."

It may be that the decision, turning, as it did, upon the other point, is not binding upon me in considering the true meaning of the statute; but its reasoning appears to me, if I may say so, unanswerable.

Leaving out the words not now important, sec. 112(3) provides: "In the event of the premises being an unlicensed tavern, the owner who permits to be occupied by any other person any part of the premises in which liquor is sold or kept for sale shall be conclusively held to be an occupant within the meaning of this section." The section, by an earlier clause, makes an occupant personally liable for any offence committed upon the premises by any person who is suffered to be or remain upon the premises; and the proof of sale by such person is made conclusive evidence that such sale took place with the authority and by the direction of such occupant.

By this double statutory "conclusive" presumption, the owner is made liable for offences committed upon his premises, and he is called upon to exercise such care in his choice of tenants and the terms of his leases as to guard himself from the very serious consequences of repeated violations of the law for which he may be called upon to suffer.

The stable in question formed part of the hotel premises. It is said that, when leased to the tenant now in occupation, the lease did not cover this stable. The lease is not produced—it is not stated in the evidence whether it is in writing. The lease was made by the defendant's brother, who lives in Owen Sound and acts for him. After the lease was made, the brother, it is