thousands of dollars. To us it is in the aggregate an object of great concern; to each of our readers it is of little moment. The inconvenience to each defaulting reader of paying his subscription money would be much less than the inconvenience which we suffer from being unable to collect our dues. How long is this state of things to last? Not long. We are about to examine our subscription list, and to instruct our solicitors to deal with those upon whom our entreaty has no effect.

Subscribers in default are without excuse. They cannot urge in extenuation that they are ignorant of the amount of their liability to us. Each subscriber, by reference to the cover of each number of the *Journal* as he receives it, can easily discern the precise amount due and payable to us. Our new system of keeping accounts and of addressing the *Journal* affords every facility for prompt payment. It is no object to us, to increase the circulation of the periodical among men who do not pay for it—but the contrary. Neither false pride nor the hope of securing advertizing patronage prompts us to trumpet the extent of our circulation. We want a paying—not a wide and losing circulation—a circulation that causes loss in proportion as it widens. We have no ambition to swell our list with illustrious nothings—in common parlance, dead heads. We prefer therefore, before the commencement of a new volume, to examine our list and if necessary to prune it. We shall take means the most mild of bringing those endowed with self respect to a proper sense of duty as regards the payment of their subscription money. We shall hand the names of the incorrigible to the executioners of the law, at the same time being quite as unmindful of their fate as of their patronage.

COUNTY COURTS—JURISDICTION IN EJECTMENT.

(*Continued from page* 241)

We have observed that there is no *general* jurisdiction in ejectment given to the County Courts by the act of last session, that it is only in certain cases, and subject to certain circumstances that the action lies; and having noticed the first ground lying at the foundation of jurisdiction—the limit as to amount—we proceed to notice the *cases* in which ejectment may be brought.

The first enquiry of the practitioner is, Does the yearly value of the premises fall within two hundred dollars? Or if a value has been placed on the premises by the parties themselves—that is if the place has been rented—does such value, *i.e.* the rent payable, come within that amount?

The next consideration that presents itself is, as to the parties; for to bring the act into operation, the relation of landlord and tenant, as contemplated by the act, must exist between them.

The right to bring the action is also dependent on the fact whether the term has expired or been determined, or the rent has been sixty days in arrear; and in this order we purpose noticing each ground.

The relation of landlord and tenant.

The precise relation which the words "landlord and tenant" are intended to express is not always easy to determine, though they are terms in constant use. According to the meaning in general attributed to these words, the terms are correlative; the word landlord importing a party who grants a lease, the other the party to whom granted. "I think," says Smith in his lectures on "Landlord and Tenant," "that I am not far wrong in saying that, when we speak of landlord and tenant, we have the notion in our minds of a tenancy limited, in point of duration, within some bounds, not so extensive as to render the landlord's interest *practically* worthless, and accompanied by some remunerating incidents to the reversion, such as a rent or, at all events, a fine in lieu of rent, and also by certain obligations, such as covenants, or, when the tenancy is evidenced by some instrument not under seal, agreements for the performance of the duties usually required from persons taking the description of property demised." But this is the narrow sense of the words, though the usual one, for, "in point of strict law, whenever we find a subject in possession of land, *there* the relation of tenancy is in existence between him and somebody or other" * * * "Some one or other *must* be his superior lord." * * * "No person, except the Sovereign, can hold landed property without a superior lord, and, consequently, in contemplation of strict law, the relation of landlord and tenant is as extensive as the ownership of landed property by subjects" (Smith's Landlord and Tenant, 34.)

The term *tenant* may be applicable whatever the nature of the estate, whether an estate for years, for life, in fee simple, or an estate tail; but the word is then used independently and not correlatively, as when we employ the words landlord and tenant speaking in the ordinary sense of lessor and lessee.

And, as has been noticed, the term *landlord* does not necessarily import one who grants a lease, but the owner of the land. In the statute before us the words "landlord and tenant" are used independently—at least they do not contemplate the sort of tenancy meant when the words are employed in their ordinary sense.

Section six enacts that "The term 'landlord and tenant' as used in this act shall be understood to mean the person entitled to the *immediate* reversion of the lands, or if the property be holden in joint tenancy, co-parcenary, or tenancy in common, shall be understood to mean any one of the persons entitled to *such* reversion."