

Can. Cr. Cas. 80, is no longer applicable, and a police magistrate has absolute jurisdiction to try summarily a charge of keeping a disorderly house, to wit, a common gaming house, without the consent of the accused.

2. The amount of any fine imposed upon a conviction by a police magistrate in such a case is limited by s. 781 to \$100 including costs, and nothing on s. 777 will enable any magistrate to impose a greater fine.

3. When the magistrate, assuming to exercise the powers conferred by s. 777, imposed a fine of \$200 in such a case, a judge should not, upon an application for a habeas corpus, exercise the power conferred by s. 1120 of the Code of making an order for the further detention of the accused and directing the magistrate to amend the conviction nor could he amend the conviction himself under s. 1124, which is not applicable to summary trials by police magistrates under Part XVI. of the Code.

Queen v. Randolph, 4 Can. Cr. Cas. 168, followed.

Graham, for the Crown. *Hagel*, for prisoner.

Robson, J.] CHODERKER v. HARRISON. [Dec. 7, 1910.

Landlord and tenant—Action by sub-tenant for wrongful distress—2 W. & M. Sess. 1, c. 5, s. 5—Acceleration of rent—Abandonment of premises—Payment to landlord's clerk—Bailiff's liability.

Defendants demised the premises in question to one Lesk under a lease in which he covenanted that he would not assign or sublet without leave, also that, if any of the goods and chattels of the lessee should be at any time seized or taken in execution, or in attachment by any creditor of the said lessee, or if the lessee should attempt to abandon said premises or to sell or dispose of his goods and chattels so that there would not in that event be, in the opinion of the lessors, a sufficient distress on the premises for the then accruing rent, then the current month's rent, together with the rent for the succeeding three months next accruing should immediately become due and payable, etc. The lease also provided that the word "lessee" should include the heirs, executors and administrators of the lessee, also his assigns, if he should assign with the consent of the lessors. The plaintiff bought the stock in trade on the premises from Lesk and took possession, thereafter paying the rent to the defendants, but there was no consent to an assignment by Lesk.