that the defendant kept the monkey, which caused the injury complained of, but did not allege that he was the owner of it, and it is possible they are intended to be confined to the case of injuries committed by the animal upon the premises upon which it is kept or harbored. If, for instance, in the case under consideration, a person visiting at the female defendant's house had been injured by the bear there would appear to be some reason in holding her immediately liable to the person injured for such an injury, leaving her to her remedy over against the owner; but even this view may seem somewhat hard to support on principle. Suppose a friend visits the house of a neighbor accompanied by a dog known by the neighbor to be savage, but the latter suffers the dog to remain on his premises and takes no active steps to drive him away or destroy him, and the dog bites some person while he is on the neighbor's premises. Does the mere fact of the ownership of the premises where the injury takes place determine the question of the liability for the injury? *Smith* v. *Great Eastern Railway Co.*, L.R. 2, C.P. 4, would seem to show that it does not. In that case a stray dog came upon the defendant's premises and bit the plaintiff. The dog had previously been on the defendant's premises earlier in the day and had torn a person's clothes, and had been driven away but had come back again. And it was held the defendants were not liable, and it certainly seems going rather too far to say that the mere suffering of another to keep a wild animal on one's premises involves a responsibility, not only for the damages which it may occasion while actually on the premises, but also for any damages it may do off the premises in case it breaks loose. Upon this point a passage in the judgment of Lord Denman, C. J., in *May* v. *Burdett* 9 Q.B., 101, seems in point. He says: "It was said indeed further on the part of the defendant that the monkey, being an animal *feræ naturæ*, he would not be answerable for injuries committed by it, if it escaped and went at large without any default on the part of the defendant, during the time it escaped and was at large, because at that time it would not be in his keeping nor under his control. . . . We are of the opinion . . . that the defendant, if he would keep it, was bound to keep it secure at all events."

From this it is clear that the Court considered the keeper responsible for the animal being safely kept, but in that case the defendant was the person who was both the keeper of the animal and the owner or occupier of the premises on which it was kept, and the question which has arisen in *Shaw* v. *McCreary* as to whether a person who permits a wild animal to be brought on his premises by another is to be deemed to assume the responsibilities of being its keeper, did not arise and was not of course adjudicated upon. The case was compared by one of the learned judges in the Divisional Court to the penning back of water upon one's land, and then suffering it to escape to the damage of others, but the parallel appears to be incomplete. If through the act of some adjoining proprietor a quantity of water were lodged on a person's land, and then by the breaking of some natural bank or dam, the water spread over the adjoining lands to the damage of the owners thereof, that would, it appears to us, be more nearly parallel, and in such a case we do not think there would be any liability for the injury on the part of him on whose land the water had originally lodged. In