taining such clause ; and if the second indenture was subject to renewal, the clause had no effect as there were no buildings erected during the second term.

Per GWYNNE, J., the renewal clause was inoperative under the Statute of Frauds, which makes leases for three years and upwards, not in writing, to have the effect of estates at will only, and consequently there could be no second term of fourteen years granted, except by a second lease executed and signed by the lessors.

Per RITCHIE, C.J., and TASCHEREAU, J., that the occupation by the lessees after the t rm expired must be held to have been under the lease and to signify an intention on the part of the lessees to accept a renewal for a further term as the lease provided.

Appeal dismissed with costs.

Gilbert, Q.C., and *Sturdee*, for the appellant.

I. Allen Jack for the respondent.

N.B.] [March 10.

VAUGHAN *v.* WOOD.

Dog—Injury committed by—Ownership—Scienter—Evidence for jury.

W. brought an action for injuries to her daughter, committed by a dog, owned or harbored by the defendant, V. The defence was that V. did not own the dog, and had no knowledge that he was vicious. On the trial it was shown that the dog was formerly owned by a man in V.'s employ, who lived and kept the dog at V.'s house. When this man went away from the place, he left the dog behind with V.'s son, to be kept until sent for ; and afterwards the dog lived at the house, going every day to V.'s place of business with him, or his son, who assisted in the business. The savage disposition of the dog on two occasions was sworn to, V. being present at one, and his son at the other. V. swore that he knew nothing about the dog being left by the owner with his son, until he heard it at the trial. The trial judge ordered a non-suit, which was set aside by the full Court, and a new trial ordered.

Held, affirming the judgment of the Court below, that there was ample evidence for the jury that V. harbored the dog, with knowledge of its vicious propensities, and the non-suit was rightly set aside.

Appeal dismissed with costs.

Weldon, Q.C., for the appellant.

Alward for the respondent.

N.B.] [June 12.

FERGUSON *v.* TROOP.

Lessor and lessee—Eviction—Entry by lessor to repair—Intent — Suspension of rent—Construction of lease.

A lease of business premises provided that the lessor could enter upon the premises for the purpose of making certain repairs and alterations at any time within two months after the beginning of the term, but not after, except with the consent of the lessee. An action for rent under the lease was resisted, on the ground that the lessor had been in possession of part of the premises after the specified time, without the necessary consent, whereby the tenant had been deprived of the beneficial use of the property, and had been evicted therefrom. On the trial, the jury found that no consent had been given by the lessee for such occupation, and that the lessee had no beneficial use of the premises while it lasted.

Held, per TASCHEREAU, GWYNNE, and PATTERSON, JJ., reversing the judgment of the Court below, that the evidence did not justify the finding of no assent ; that an express consent was not required, but it could be inferred from the conduct of the tenant ; and there being no limitation of time for the completion of the repairs, the limitation being confined to the entry, and there being evidence that the lessee acquiesced in the occupation by the lessor after the time limited, the plea of eviction was no proved.

Held, per RITCHIE, C.J., and STRONG, J., approving the judgment of the Court below, that the jury having negatived consent by the lessee, and having found that the interference with the enjoyment by the tenant of the premises was of a grave and permanent character, the rent was suspended in consequence thereof.

Held, per PATTERSON, J., that interference by a landlord with his tenant's enjoyment of demised premises, even to the extent of depriving the tenant of the use of a portion, does not necessarily work an eviction ; a tenant may be deprived of the beneficial occupation of the premises for part of his term by an act of the landlord which is wrongful as against him, but unless the act was done with the intention of producing that result it would not work an eviction.

Appeal allowed with costs.

Gilbert, Q.C., for the appellant.

Weldon, Q.C., for the respondent.