

not have been the intention of the parties that any one of the lessees in question should be entitled to retain occupation of the room in question upon payment of a share of the rent, in the event of the others omitting or refusing to pay their shares;

"Considering, therefore, that the defendants were well-founded in refusing to deliver the goods in question to the plaintiff, inasmuch as, by law, they had a right of retention thereon to secure the rent of said room overdue;

"Doth dismiss the plaintiff's action with costs."

*Archibald, J.* — "These are two actions depending upon a somewhat interesting point of law and are precisely similar.

"The plaintiffs are mother and daughter, and they leased from the defendants a room for which they were paying \$10 a month. At the same time another room was leased to Miss Ouellette's brother for the sum of \$8 a month. The mother and daughter and brother agreed together to change their room and to take a large room, the whole three of them together, for which they were to pay \$18.00 a month. They went into occupation and remained there for two or three months. The young man came very seldom to the house and made little or no payment of money. Payments were made very irregularly and after the expiration of three months, while the mother and daughter were out of the room, the defendants locked the room, and when the mother and daughter returned defendants refused to allow them entrance into the room unless the full payment of all the rent due for the room was made.

"This occurred on the 11th of May, and the two plaintiffs declared that at that time nothing was due, as the rent only fell due for the month on the 15th May. The plaintiff then went away and afterwards offered \$10 and demanded their effects, which defendants refused.