light of the circumstances under which it was made; and where, as here, it expresses merely the assent of a dull or clouded mind to a question cleverly put by able counsel, it should not, in my opinion, be regarded as of any great weight, especially when it is, as here, contradicted by documentary evidence.

Alexander, when he brought the action, was the owner of the legal estate in the land. That estate has not been conveyed to Johnston. It constitutes a substantial interest in the land, and continues until ended by a proper conveyance or by operation of law. Manifestly, when Alexander said he had no interest in the land, he was under a misconception as to his rights, or answered the question without understanding it.

Nothing that Johnston did can, I think, operate as an estoppel against Alexander; and, as Alexander was neither party nor privy to the action in the County Court between Johnston and the defendant, the defence of *res judicata* as against Alexander fails.

But Alexander, by his acceptance of rent, even after he had issued the writ in this action, unequivocally recognised, according to well-settled law, that the defendant was his tenant—at least for the year from the 1st July, 1910, to the 1st July, 1911; and his claim for possession must, therefore, fail.

There remains only the contention that the lease should be set aside on the ground that the second clause providing for renewals is too indefinite.

The agreement contained in this clause derives no strength from the Act respecting Short Forms of Lease. It is not a covenant, and does not bind the land. It is not expressed to bind—and does not, I think, bind—the heirs, assigns, or personal representatives of the lessor. I also think that it confers no rights on the heirs, assigns, or personal representatives of the lessee. It is a simple contract between Alexander and Herman by which Alexander gives to Herman the privilege of renewing the lease from year to year so long as Herman may desire. The lessee's desire must, of course, be signified to the lessor: Brewer v. Conger, 27 A.R. 10 at p. 14. When that is done, the only uncertain element in the agreement is made certain.

It is argued that the lease is void because it provides for renewals *in perpetuo*. Even if it provided for perpetual renewal, it would not necessarily be void. The Courts lean against such renewals, but recognise them when properly expressed: Baynham v. Guy's Hospital, 3 Ves. 295. In Clinch v. Pernet, 24 S.C.R. 385, it was held that the lease in question in that case was renewable in perpetuity.