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The ''officially released'' date that appears near the beginning of each opinion is the date the opinion will be published in the Connecticut Law Journal or the date it was released as a slip opinion. The operative date for the beginning of all time periods for filing postopinion motions and petitions for certification is the ''officially released'' date appearing in the opinion. In no event will any such motions be accepted before the ''officially released'' date.

All opinions are subject to modification and technical correction prior to official publication in the Connecticut Reports and Connecticut Appellate Reports. In the event of discrepancies between the electronic version of an opinion and the print version appearing in the Connecticut Law Journal and subsequently in the Connecticut Reports or Connecticut Appellate Reports, the latest print version is to be considered authoritative.

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BERDON, J., dissenting. I respectfully disagree with the majority. As the majority recognizes, our standard of review ''when considering the action of a trial court granting or denying a motion to set aside a verdict . . . [is] the abuse of discretion standard. . . . In determining whether there has been an abuse of discretion, every reasonable presumption should be given in favor of the correctness of the court's ruling. . . . Reversal is required only where an abuse of discretion is manifest or where injustice appears to have been done.'' (Internal quotation marks omitted.) *Menon* v. *Dux*, 81 Conn. App. 167, 173, 838 A.2d 1038, cert. denied, 269 Conn. 913, 852 A.2d 743, cert. denied, U.S. , 125 S. Ct. 623, 160 L. Ed. 2d 463 (2004). By reversing the trial court's refusal to set aside the verdict, I believe the majority has failed to abide by that standard of review.

The undisputed facts are as follows. The plaintiff, Virginia Auster, was injured by a mixed breed pit bull dog owned by Pedro Salinas. Salinas was employed by the defendant, Norwalk United Methodist Church, and, as part of his employment, was given living quarters in the parish house wherein the pit bull was housed. Prior to the incident in which the plaintiff was injured, the pit bull had attacked another person. As a result of that prior incident, the defendant instructed Salinas that the pit bull had to be kept inside the living quarters during the day and had to be chained to a railing leash when allowed outside the living quarters between 7 p.m. and 6 a.m. After the plaintiff was attacked, the defendant required that Salinas remove the pit bull from its premises.

General Statutes § 22-357 provides that ''the owner or *keeper* [of a dog] . . . shall be liable for [any damage done by that dog] . . . .'' (Emphasis added.) General Statutes § 22-327 (6) defines a ''[k]eeper'' as ''any person, other than the owner, harboring or having in his possession any dog . . . .'' A ''harborer'' of a dog is one who treats a dog as living in his home and undertakes to control the dog's actions. *Buturla* v. *St. Onge*, 9 Conn. App. 495, 497, 519 A.2d 1235, cert. denied, 203 Conn. 803, 522 A.2d 293 (1987); see *Falby* v. *Zarembski*, 221 Conn. 14, 20 n.3, 602 A.2d 1 (1992).

In this case, the living quarters of Salinas were not rented to him but were part of the defendant's premises. The living quarters were a portion of the first floor of the parish house and the basement. The remainder of the building was occupied by the rector. It is obvious that the defendant afforded shelter to Salinas and the pit bull.

Control of the offending dog, the second element, is the key issue in determining whether the dog was

harbored by the defendant. In this case, that control clearly was demonstrated by the defendant when Salinas was instructed that the pit bull was allowed out of the apartment under certain conditions and ultimately when Salinas was directed to remove the dog from the property of the defendant after the dog bit the plaintiff, which was three months prior to the time Salinas vacated the premises. As a matter of law, it is clear in this case that the defendant was a harborer of the offending dog.

The final issue raised by the defendant was the admissibility of liability insurance before the jury. The majority correctly cites to the exception in Connecticut Code of Evidence § 4-10 with respect to insurance, which provides that such evidence is admissible when ''offered for another purpose'' such as ''control . . . .'' Conn. Code Evid. § 4-10 (b). Simply put, it was admissible when offered to show control of the offending dog.

Respectfully, for the foregoing reasons, I would affirm the judgment of the trial court.