

dant on behalf of the firm of Hyde & Webster be declared null and void and be set aside.

The plaintiff then concludes by asking that the agreement purporting to be a lease between the defendant, acting on behalf of the firm of Hyde & Webster, and the mis-en-cause, be declared null, void and of no effect.

The defendant pleads, in substance, as follows: —

He admits having executed, on behalf of the firm of Hyde & Webster, the leased complained of. He declares that the firm of Hyde & Webster were dealers in brick, building stone, roofing and building and paving materials generally; that during the latter part of the month of September 1912 a large quantity of brick, stone, building and paving materials arrived at Montreal for the firm of Hyde & Webster, intended for use during the winter and especially the summer of 1913, and that a large portion of it would only, in the ordinary course of the trade and business of the firm, be disposed of in the summer of 1913; that the merchandise in question had to be unloaded and discharged at once from the ships in which it arrived in order to avoid demurrage charges; that the cost of transporting and carting the above merchandise amounted to at least 10 or 15% of the total value of the merchandise, and that consequently it was very important that the firm of Hyde & Webster should be certain that they would retain the premises no 43 Common street after the expiration of their existing lease on the 1st May 1913; that when the said merchandise arrived, the plaintiff was absent from Montreal, having left a letter, dated 13th of September 1912, in which he requested the defendant to attend to all business during his absence; that, for the above reasons, and acting solely in the interest and for the benefit of the firm of Hyde & Webster, the defendant