

Alexander says: "They brought the lease to my place, I signed it, and they took it away." It was made in duplicate, but a part was not left with the lessor. Ten days later, he wrote to Herman for what he called "a copy," and was sent one of the parts.

The lease, while expressed to be made in pursuance of the Act respecting Short Forms of Leases—R.S.O. 1897 ch. 125—is not in fact made pursuant to that Act. It is not under seal; and the Act has application only to leases that are under seal (sec. 1). It purports to demise and lease to Herman "The Old City Hall," with its appurtenances, for a term of one year—from the 1st July, 1908, to the 1st July, 1909—at a monthly rental of \$25. There are two clauses regarding renewals. The first, which is not questioned—though not limited to the event of a sale—is as follows: "And it is further agreed that, if the said lessee so desires, at the end of the said term of one year, he shall have the privilege of renewing the said lease for a period of one year from the said date, at the same rental and on the same terms and conditions as the present lease." Then follows this provision: "The lessee shall have the privilege of renewing the said lease from year to year at the expiration of any year, so long as he may care so to do."

Alexander alleges that this clause is contrary to what was agreed to between him and the defendant; that he executed the lease without knowledge that it contained this provision; and that it came to his knowledge only after he had agreed to sell the property to his co-plaintiff Johnston.

Herman entered into possession in July, 1908. On the 12th February, 1909, he sublet a part of the building to Johnston for a term of one year from that date, at \$20 per month, with a right of renewal, if desired, for a further term of five months.

During the term of the original lease, on the 1st April, 1909, Johnston agreed to purchase and Alexander to sell the property. The agreement is in writing, and is expressly subject to the lease to the defendant. On the same day, a formal assignment to Johnston was indorsed upon the duplicate lease in the possession of Alexander, and duly executed.

It, therefore, appears that Johnston agreed to purchase the premises, with notice of the terms of the lease. He swears that he was not aware of the clause regarding renewals until two or three days after he agreed to purchase. This I regard as improbable. The evidence on the point is unsatisfactory. It may be that he did not consider the right of renewal to be binding on a grantee from Alexander. But that Johnston thought a