

Featherstonhaugh vs Fenwick (1810) 17 Ves. Jun. 298; *Clegg vs Fishwick* (1849) 1 Mac. and G. 294; *Clegg vs Edmunson* (1857) 8 Dr. G. M. and G. 601, 787; *Clements vs Hall* (1857) 2 DeG. and J. 173.

As to any use of the partnership property or business connection, reference may be made to *Gardner vs McCutcheon* (1842) 4 Bear. 534; *Russell vs Austwick* (1826) 27 R. R. 157, 1, *Suir*, 52.

"If the appellant would have been thus under obligation to share with his former partner the benefit of a new lease which he might have secured in his individual name (as I consider he would have been) it is clear that his case fails. His other alternative is to repudiate the lease made by the respondent. I take it that the advantage which consists in the favorable opportunity which the owner of a business carried on in leased premises has of obtaining a renewal of the lease partakes of the nature of good-will.

"That being so, the advantage is one which belongs to and is to be shared by all the members of the partnership when the business has been that of a partnership.

"Apart from the foregoing, I agree with the reasons set out in the judgment appealed from. The conclusion arrived at by the majority of us is that the appeal should be dismissed."

Lavergne and Gervais, JJ., dissenting.

Greenshields, Greenshields and Languedoc, attorneys for Appellant.

Place and Stockwell, attorneys for Respondant.

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NOTES. — It has been held that a partner cannot secure a renewal of a lease of the business premises in his own name or for his own benefit, but that he must do it for the benefit of the firm. *Clegg vs Edmondson*, 8 DeG. Mc & G. p.