

utory prohibition thereof it is not illegal for a municipality in the *bonâ fide* exercise of its discretion, and to carry out an undertaking with a ratepayer, to refrain from collecting the taxes levied on the latter's property over and above a fixed annual sum stipulated for.

*Per Duff and Brodeur, JJ.*—A ratepayer has no status to maintain an action to compel the municipality to collect the balance of such taxes.

Judgment of the Appellate Division, 28 O.L.R. 593, affirmed.

*W. N. Tilley*, for the appellant. *Armour, K.C.*, for the respondent.

Que.]

HYDE V. WEBSTER.

[Oct. 13.

*Partnership—Lease—Scope of Authority—Resiliation—Form of action—Appropriate relief—Pleading—Practice.*

A partnership, consisting of H. and W. which was to expire by effluxion of time on 31st December, 1912, held a lease of warehouse property in Montreal, of which the term expired on the 30th April, 1913. During the absence of H., in September, 1912, and without authority from him to do so, W. obtained a renewal of the lease for three years, from the 1st of May then following, which was repudiated by H. on his return to Montreal. In an action by H. to have the renewal lease declared null and void, there was no evidence to shew that the partnership had profited by the renewal lease at the time the action was brought.

*Held* (The Chief Justice and Brodeur, J., dissenting), that the plaintiff had a sufficient interest to enable him to maintain the action and obtain a declaration that the lease was not binding upon the partnership or upon himself as a member of the firm.

*Per Fitzpatrick, C.J.*, dissenting. In the Province of Quebec distinct and consistent pleading is essential and, as the plaintiff did not bring his action to obtain relief from his obligation under the renewal lease, but merely to have that lease declared null and void, he could not, in the action as brought, have a declaration that the lease was not binding. *Forbes v. Atkinson* (Pyke, K.B., 40), referred to.

*Per Brodeur, J.*, dissenting. As the evidence shewed that the renewal of the lease had been obtained in circumstances