

panying him on some business of his own. On the afternoon of the 4th February they took the lease and went to the plaintiff when the lease was read to her by McAlary just as it is. The plaintiff objected to nothing, except the renewal clause. His evidence on this point is as follows:—

“Q. Did he read the whole lease?

A. He did.

Q. Everything that is in it.

A. He did.

Q. And Miss Robinson objected to the clause for renewal after he had read it?

A. Yes.

Q. What did she say about it?

A. Said she couldn't give a lease for renewal; she wouldn't sign a lease like that.

Q. Was anything said by you or McAlary then to her?

A. I told her that was my errand down and if she didn't care to sign it we wouldn't take it on any other terms.

Q. What business did you and McAlary intend to carry on there?

A. Grocery business.

Q. Wholesale and retail grocery business?

A. Yes.

Q. And you wanted the property for a longer term than five years, if you were successful there?

A. Certainly, and it had to be repaired.

Q. When you said you would not take it on any other terms but with a right of a further term of renewal, what did Miss Robinson say or do then?

A. I got up to go and she said she might as well sign it now as any time.

Q. Said she would sign it?

A. She would sign it.”

He then went to a store where his father was not far away and brought him to the plaintiff. He says that the lease was given to the plaintiff by McAlary to read—that she had it in her hands for fifteen or twenty minutes, long enough to read it, and she was turning the sheets over and acting as if reading it. That was before Henry Estabrooks came in. After he had come and while he and the defendants and plaintiff were all together, this witness states that the lease was again read over by McAlary and the plaintiff made no objection to it and it was signed. He also states