

ready to assume alone all the responsibility and to guarantee plaintiff against any liability.

Fourth : The object of plaintiff's demand being to annul the actual lease to permit him to obtain one in his own name, he cannot be allowed to do that against the interest of the firm; and this in view, anyhow, cannot give him an interest sufficient in law to justify his action.

The court of Appeal confirmed this judgment:

Cross, J. — "The appellant takes the ground that the occupancy of the premises is a valuable asset "to any person proposing, as the plaintiff does, to carry on the business of a dealer in builders' supplies. He alleges that he was in negotiation for a new lease for himself. He asks to have the lease, made for both members of the extinct partnership, set aside. After having heard of the making of it, he wrote to the agent of the landlady's, offering \$50.00 per year more for the place than the rental at which his partner had leased it for the partnership.

"There is authority for the respondent's proposition that a partner who would, pending the existence of the partnership, take a new lease of the business premises in his single name to go into effect after dissolution of the partnership, in order to continue the business there, is under legal obligation to let his former partner share in the benefit of the new lease. He has cited *Dalloz, Rep. vol. 40, no 644, note p. 502, and Lindley, Partnership, 7th Ed., 347.*

"The same principle can be found stated in the decisions in the law of Principal and Agent: *Robb vs Green* (1895) 2, Q. B. 315; *Lours vs Smellie* (1895) 73, L. T. 226; *Lamb vs Evans* (1893) 1, Ch. 218.

"In special reference to a new lease of premises reference may be made to the decisions cited for the respondent in: