

did secure a renewal of the said lease and that the said renewal was for the advantage of the firm of Hyde & Webster and constituted a valuable asset; that in view of the circumstances, the defendant did act within his rights and authority as a member of the firm of Hyde & Webster in securing the renewal of the said lease.

Defendant then further alleges that, without admitting any admission of wrong doing or excess of authority on his part, and solely for the purpose of avoiding difficulty with the plaintiff, he did, on the 4th day of November 1912, offer to assume all responsibility for the lease, and to be personally liable for same, and to guarantee the plaintiff in any way he might desire against any liability under the lease, the whole as appears by a copy of the offer in question produced as an exhibit.

The defendant then alleges the offer of indemnity and warranty above referred to, renews and prays acte of the aforesaid offer, and again declares his readiness to guarantee the plaintiff against all liability and to assume all responsibility personally. Defendant then asks the dismissal of plaintiff's action, at the same time praying acte of the offer above referred to.

The judgment of the Superior Court dismissed plaintiff's action and maintained the pleas for the following reasons:

*First* : The defendant had no authority, in the absence of his partner and without consulting him, to make a renewal of the lease of the premises occupied by the firm.

*Second* : The lease having been signed by one partner without the authority of the other who has repudiated it, is *quoad* plaintiff *res inter alias act* and cannot affect him.

*Third* : If the plaintiff is not affected by the lease he has no interest to demand its nullity, the defendant being

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