

**Moredo v Sin Tau Ltd 25/10/02, Wild J, HC Auckland AP81/02**

Unsuccessful appeal on preliminary issue - whether appellant bound personally by agreement to lease - respondent agreed to grant lease to K Ltd - appellant signed agreement in "Lessee" space - nothing to indicate capacity in which he signed - term that appellant would covenant personally as major shareholder and principal if lessee was limited liability company - no deed of lease executed - K Ltd vacated premises and advised it was abandoning lease.

Held, equity treats agreement to lease on stated terms and conditions as having been performed so as to allow enforcement if agreement would be specifically enforced - untenable to suggest lessor should be ordered to execute lease without guarantee of lessee's obligations - appeal dismissed.