

April, 1905, which contains covenants and provisoes similar to those in the lease of 1900, and the following special clause: "It is further expressly agreed between the parties hereto that, in consideration of the granting of this lease, the extension of the lease heretofore entered into between the said parties, dated the 10th day of November, 1899, is hereby surrendered."

What were the rights and relative positions of the parties between 10th November, 1904, and 1st April, 1905, is not now material; but it may be noted that the lease of 1899 is here spoken of as "an extension of lease."

James Dickenson, after executing the lease of November, 1904, conveyed to the plaintiff, subject to the tenancy of the Imperial Bank.

The lessees were still in actual possession of the premises when, in February, 1906, they took off the vault door in question and removed it to another building owned by themselves. A demand by the plaintiff for its return was refused. The present action ensued.

The parties agree that, if plaintiff is entitled to recover, the damages shall be assessed at \$500; and that, as an alternative to paying that sum, defendants may restore the door in question to plaintiff. Plaintiff abandons all claim to any other relief in this action.

It was argued by Mr. Fraser, for defendants, that the provisoes in the leases of 1899 and 1904, which expressly reserve to the lessees the right to remove fixtures placed by them upon the premises, include this fixture, if it be such. In that view I cannot agree. These provisoes are, in my opinion, restricted in their operation to fixtures placed upon the premises by the lessees subsequent to the respective dates of these demises and to other fixtures, if any, then upon the premises which the parties might agree should be deemed lessees' fixtures.

Neither can I treat the leases of 1899 and 1904, as contended for by Mr. Fraser, as mere extensions of or excrescences upon the original lease of 1890. Even if the special clause in the lease of 1904 above quoted would support that contention as to the lease of 1899, it is wholly destructive of Mr. Fraser's argument when applied to the lease of 1904, under which defendants were in possession at the time of the commission of the alleged waste.