

the following: "The lessee covenants with the lessor to purchase the household goods and effects in the said hotel . . . and to pay therefor \$950 upon the transfer of the license being duly made to him." The license was transferred in November, 1906, and the defendant took possession of the hotel under the lease and also of the furniture, etc.

On 30th October, 1906, an agreement was made wherein, after reciting that the defendant had leased the hotel and had agreed to purchase the furniture for . . . \$950, it was agreed "that the said lessor leases to the said lessee the said household furniture from day to day until not later than the 1st day of May, 1907, the said lessee to pay for the said furniture according to the covenant in the lease of the said premises, and to pay interest at the rate of 8 per cent. per annum upon the said sum of \$950, until the said amount is fully paid, from the 1st day of November, 1906."

Bearing in mind that this was before the transfer of the lease, the effect of this agreement was to bind the defendant to pay interest at the rate mentioned up to 1st May, 1907, and then, if the license should have been by that time transferred, pay the sum of \$950, and if not, then pay this sum as soon as the license had been transferred. On 3rd May, 1907, "the date 1st of May, 1907, is hereby changed, and shall be hereafter the 1st day of August, 1907, as if the said last date had been placed in this agreement . . . at the time of the making thereof." This postponed the time at which the \$950 was to be paid to 1st August, 1907. Rent was received for the furniture at the said rate up to but not after 1st August, 1907; plaintiff refused to receive rent for the furniture thereafter.

Edna Clark, one of the beneficiaries under the will of G. W. Clark . . . at the time her sister the plaintiff attempted to sell to the defendant claimed . . . a right to an interest in the furniture, etc., and in November, 1906, forbade the defendant concluding the sale, as she would not give up possession and use of the furniture, etc., and she has continued in the hotel, gets her board and maintenance, and insists that she has a right to use such of the furniture as she sees fit, though she does not interfere with the defendant's enjoyment of the same except the part in her own room.