

dence, to say, with any degree of accuracy, what profit the plaintiff lost between the 24th June and the 9th July; but, from the best consideration I have been able to give to the point, I estimate his loss at \$10 a day. This loss continued after he obtained possession, owing to the refusal of the defendant to sign a transfer of the liquor license or permit. The transfer was, however, signed on the 25th July. For any subsequent delay I do not regard the defendant as answerable, nor do I think that he should be held liable for the expense the plaintiff was at in interviewing the License Commissioners, employing counsel, or enlisting the services of persons assumed to have influence with the Commissioners and others. Between the 24th June and the 25th July there were twenty-six days on which the bar—from which the profits were, I think, wholly derived—might have been open had the defendant conformed to his covenants. The plaintiff's loss at the rate stated is \$260; and for this he is to have judgment, with costs on the County Court scale.

The counterclaim of the defendant is for the conversion by the plaintiff of certain fixtures. At the trial, this claim became restricted to the following articles, which the plaintiff claimed as part of the freehold, and refused to deliver to the defendant: a large mirror, a beer cabinet, a beer-pump and a porter-pump, and a bar cabinet.

Quite clearly the defendant is entitled to damages for the conversion of the mirror, which rests upon a mantel, and is suspended from the wall by a wire, and may be removed as readily as a picture hung in the same way.

When the defendant leased the premises from Golding, the plaintiff's predecessor in title, the bar fixtures mentioned were sold to him with the furniture and other movables for \$3,500. The lease contained a provision that Mulhall might remove fixtures. As between Mulhall and Golding, the cabinets and pumps were, in fact as well as in the common intention of the landlord and tenant, trade fixtures, which the tenant had the right to remove at the end of the term or within a reasonable time afterward—if such removal could be effected without material damage to the freehold. Whether the articles in question are affixed by screws and bolts, as the defendant contends, or, in the case of the bar cabinet, by nails, as asserted by the plaintiff—though he is not supported in this by his expert witness—they cannot, in circumstances establishing beyond question that they were intended by lessor and lessee to continue