

forfeited and all erections, structures and articles belonging to the licensees on said premises shall forthwith be removed and all privileges of the licensees to occupy or use said premises shall cease and in default of such removal the owner may remove same at the cost and expense of the licensees."

The agreement also contains a provision that the licensees "shall pay the owner annually in advance each year on the 1st day of May as compensation for this license the sum of \$400."

On the 1st of October, 1911, the appellants entered into an agreement with Olive Brooker by which, as the respondent contends, they assigned to her an interest "in the agreement or license," contrary to the provisions of the agreement of the 24th May, 1909, and by which and by the subsequent carrying on of the restaurant by Mrs. Brooker, as the respondent also contends, they permitted her to have an interest in and to use the demised premises without the prescribed consent and contrary to their covenant that they would not do so.

The agreement with Mrs. Brooker is peculiarly worded and was, as it appears to me, worded as it is in order to enable the appellants to contend that what has been done does not constitute a breach of their agreement.

The agreement, after reciting that the appellants "are engaged in business . . . under the name of Pennock Brothers Restaurant Parlor," recites that they "are desirous of being relieved from the oversight and care of the said business and have arranged with the party of the second part (Mrs. Brooker) to manage the same for them for a year from the date hereof and that the party of the second part should receive as compensation for her services the profits from the operation of the said business over and above the sum of \$1,500," witnesses that in consideration of \$1,500 to be paid, \$700 on the execution of the agreement and \$800 on the 1st May next, the appellants "covenant and agree to allow the party of the second part to carry on said business for the said period and to enjoy and collect the full profits and benefits derived from the operation and carrying on of the said business for the said period."

By a subsequent clause of the agreement, Mrs. Brooker agreed to pay the \$800 "on the said first day of April (sic) 1912."