

NOTICE
This Order was filed under
Supreme Court Rule 23 and is
not precedent except in the
limited circumstances allowed
under Rule 23(e)(1).

2026 IL App (4th) 251262-U
NO. 4-25-1262
IN THE APPELLATE COURT
OF ILLINOIS
FOURTH DISTRICT

FILED
October 26, 2026
Carla Bender
4th District Appellate
Court, IL

MICHELMANN STEEL CONSTRUCTION	)	Appeal from the
COMPANY, an Illinois Corporation,	)	Circuit Court of
Plaintiff-Appellee and Cross-Appellant,	)	Adams County
v.	)	No. 19L32
LINK MEDIA MIDWEST, LLC, a Delaware Limited	)	
Liability Company,	)	Honorable
Defendant-Appellant and Cross-Appellee.	)	Scott Douglas Larson,
	)	Judge Presiding.

JUSTICE CAVANAGH delivered the judgment of the court.
Justices DeArmond and Grischow concurred in the judgment.

ORDER

- ¶ 1 *Held:* (1) Unless the lease agreement provides the tenant a reasonable time after termination of the lease for removal of trade fixtures and other personal property of the tenant, the tenant must remove such personal property while the tenant is in possession of the premises in the character of a tenant during the original lease term, a renewed lease, or a successive lease, and if the tenant fails to do so, the property becomes the landlord's property.
- (2) Absent a demonstration by citation to relevant authorities that the replacement value of the property, as opposed to its fair market value, is a valid measure of damages for conversion, plaintiff failed to prove the damages resulting from the conversion and, consequently, was entitled to only nominal damages for the conversion.
- (3) Because plaintiff makes no reasoned argument, supported by relevant authorities, regarding its claim of tortious interference with business relationships, plaintiff has forfeited the issue of whether the circuit court erred by finding against plaintiff on that claim.
- (4) As plaintiff elected to treat defendant as a holdover tenant, there was a new lease for the original one-year term, subject, however, to the other provisions in the original lease agreement, including the provision that the lease would continue

beyond the original term, year by year, for five consecutive years, absent a 30-day written notice of termination.

¶ 2 In the Adams County circuit court, plaintiff, Michelmann Steel Corporation (Michelmann), sued defendant, Link Media Midwest, LLC (Link Media), for conversion, tortious interference with business relationships, and breach of contract—counts I, II, and III of the complaint, respectively. At the conclusion of a bench trial, in which only documentary evidence was presented, the court found in Michelmann’s favor on count III but found in Link Media’s favor on the remaining two counts. Link Media appeals, and Michelmann cross-appeals.

¶ 3 In our *de novo* review, we agree with the circuit court’s judgment, except for the finding against Michelmann on count I. Michelmann proved conversion. Nevertheless, because Michelmann failed to prove the fair market value of the converted property, it is entitled to only nominal damages on count I.

¶ 4 Therefore, we affirm the circuit court’s judgment in part, reverse it in part, and remand this case with directions. We reverse the judgment insofar as the court found in favor of Link Media and against Michelmann on count I. We remand this case with directions to enter judgment in favor of Michelmann and against Link Media on count I and to award nominal damages to Michelmann for conversion. Otherwise, we affirm the judgment.

¶ 5 I. BACKGROUND

¶ 6 A. The Complaint and the Answer

¶ 7 In count I of its complaint, Michelmann alleged that on April 19, 2019, Link Media, the assignee of Michelmann’s previous lessee, Outdoor Graphics, Inc. (Outdoor Graphics), “dismantled and removed” the “Billboard Structures” on the premises—a lot on 24th Street in Quincy, Illinois (the lot)—and thereby converted the “Billboard Structures.” In its answer to count I, Link Media admitted that Outdoor Graphics had assigned its interest in the

lease to Link Media and that on April 19, 2019, Link Media had the “Billboard Structures” removed from the lot. Link Media denied, however, that the “Billboard Structures” belonged to Michelmann and, hence, that the removal of them was a conversion.

¶ 8 Count II of the complaint was an action against Link Media for tortious interference with prospective business relationships. In that count, Michelmann alleged it had “possessed a reasonable expectation of entering valid business relationships in regards to the Billboard Structures” and that, “[b]y willfully and maliciously removing the Billboard Structures from Michelmann’s property,” Link Media had “intentionally acted in such a manner so as to disrupt, destroy[,] and interfere with” Michelmann’s “prospective business opportunities” to rent the “Billboard Structures” to “prospective customers.” Because Link Media disputed Michelmann’s ownership of the “Billboard Structures,” Link Media disputed it had committed this tort as well.

¶ 9 The remaining count of Michelmann’s complaint, count III, was an action against Link Media for breach of contract in that Link Media allegedly had breached the lease agreement by failing to pay rent to Michelmann in return for its permission to engage in billboard advertising on the lot. In its answer to count III, Link Media admitted that, “at one point in time, Link Media’s predecessors in interest agreed to pay Michelmann [\$400] per year for the lease of land beginning on May 1, 1987[,] with annual increases in rent in the amount of [10%]”, but Link Media denied it had defaulted on that obligation to pay rent.

¶ 10 B. Evidence at the Bench Trial

¶ 11 1. *Lease Agreements*

¶ 12 There was a bench trial, and the parties tried the case solely on written submissions. The documentary evidence was essentially as follows, beginning with a series of

lease agreements between Michelmann and various lessees.

¶ 13 On May 8, 1956, for \$50 a year, Michelmann granted to Quincy Outdoor Advertising Co. (Quincy Outdoor) “sole and exclusive permission” to “build and maintain two Standard Poster Panels to be used for advertising” on the lot. This lease agreement was to “hold good” until Michelmann sold the lot or erected a permanent building on it, “in which event thirty days['] notice, in writing,” was to be given to Quincy Outdoor. However, Quincy Outdoor might terminate the lease “at any time” by giving Michelmann 30 days’ written notice. Michelmann agreed that, upon the lease’s being “terminated at any time,” it would “refund all monies advanced, *pro rata*, for the unexpired part of the current year” and would allow “the removal of all boards, etc., the property of” Quincy Outdoor.

¶ 14 In a request for admission pursuant to Illinois Supreme Court Rule 216 (eff. July 1, 2014), Michelmann requested that Link Media admit that Link Media did “not know when the billboard structures, formerly located on the Premises and removed by Link [Media] in 2019, were erected.” Link Media answered, “Deny. The original billboard would have been constructed after May 8, 1956[,] and before July 8, 1968, according to the leases.”

¶ 15 The next lease in the record was to Busby Outdoor, Inc. (Busby). On July 8, 1968, Michelmann and Busby agreed that, for \$80 a year, Michelmann would lease to Busby “space for two (2) standard poster panels” on the lot. This lease was to be for an original term of one year, but there was an automatic renewal provision. “After the original term hereof,” the lease agreement provided,

“this lease shall continue in force from year to year for a period of five (5) consecutive years unless terminated at the end of the original term, or any additional year thereafter, upon written notice of termination to [Michelmann] by

[Busby], served not less than thirty (30) days before the end of such term or additional year.”

As long as Busby was its tenant, Michelmann “guarantee[d] to [Busby] free access to and use of any part of any structure on said premises as may be necessary for [Busby] to hang scaffolds, or construct, post, paint, illuminate, repair or remove its advertisements and structures.” The parties further agreed that “[a]ll structures, materials[,] and equipment placed upon said premises by [Busby] shall always remain [Busby’s] personal property and may be removed by [Busby] at any time up to a reasonable time after the termination of this lease.”

¶ 16 On March 31, 1969, Busby again leased from Michelmann “space for two (2) standard postal panels” on the lot. The parties used the same preprinted lease agreement as before, including the provision regarding automatic renewal, year by year, for five consecutive years, absent service of a 30-day written notice of termination upon Michelmann. The lease agreement also included the same guarantee of Busby’s right to remove structures, materials, and equipment within a reasonable time after termination of the lease.

¶ 17 On May 8, 1970, Michelmann leased to Mid-States Communications (Quincy), Inc. (Mid-States), “space for two (2) standard poster panels” on the lot, using the same preprinted fill-in-the-blank lease agreement as in Busby’s lease.

¶ 18 On May 8, 1971, Michelmann again leased to Mid-States “space for two (2) standard poster panels” on the lot, again reusing the same preprinted lease agreement.

¶ 19 On May 6, 1981, Michelmann leased to Outdoor Graphics, for an original term of one year, “the existing structures” on the lot. Again, there were to be year-by-year automatic renewals for five consecutive years, which could be cut off by a 30-day written notice of termination “to [Michelmann] by [Outdoor Graphics] or”—and here was something new—“to

[Outdoor Graphics] by [Michelmann].” Outdoor Graphics had the same right as before to place structures, materials, and equipment on the lot and to remove the structures, materials, and equipment within a reasonable time after termination of the lease.

¶ 20 On May 1, 1987, Michelmann again leased to Outdoor Graphics, “for an original term of 1 year,” beginning on that date, “the existing structures” on the lot. Because this lease agreement is the one that Michelmann sued Link Media for breaching as an assignee of Outdoor Graphics, we will quote its germane provisions at somewhat greater length:

“After the original term hereof this lease shall continue in force from year to year for a period of five (5) consecutive years unless terminated at the end of the original term, or any additional year thereafter upon written notice of termination to [Michelmann] by [Outdoor Graphics] or to [Outdoor Graphics] by [Michelmann], served not less than thirty (30) days before the end of such term or additional year.

*** [Michelmann] will not permit [Outdoor Graphics’s] signs to be obstructed. [Michelmann] guarantees to [Outdoor Graphics] free access to and use of any part of any structure on said premises as may be necessary for [Outdoor Graphics] to hang scaffolds, or construct, post, paint, illuminate, repair, or remove its advertisements and structures.

All structures, material[,] and equipment placed upon said premises by [Outdoor Graphics] shall always remain [Outdoor Graphics’s] personal property and may be removed by [Outdoor Graphics] at any time up to a reasonable time after the termination of this lease.

Neither [Outdoor Graphics] nor [Michelmann] is bound by any stipulation, representation[,] or agreement not printed or written in this lease. This lease shall inure to and be binding on the personal representatives, successors[,] and assigns of the parties hereto.”

¶ 21 *2. Depositions*

¶ 22 Michelmann took the discovery deposition of a representative individual from Link Media, Evie Conrad, and Link Media took the discovery deposition of a representative individual from Michelmann, Laura Ehrhart. The parties stipulated to the admission of these two discovery depositions.

¶ 23 a. Conrad

¶ 24 Conrad testified she was the “general manager of the Link Midwest Illinois/southeast Iowa market.” She and Michelmann’s attorney had the following discussion regarding succession of ownership:

“Q. Do you know if Busby *** became Outdoor Graphics or if they were separate? Do you have any idea?

A. [W]hen Don Brown created Outdoor Graphics, he did it by putting together several smaller companies, and I believe [Mid-States] was the last version of this particular location before it became Outdoor Graphics. It started as Quincy Outdoor *** and then that divested its assets to Busby *** who divested it to [Mid-States] who divested to Outdoor Graphics, then to Key Outdoors, and then to Link Media.”

According to Conrad’s testimony, then, there was an assignee *in between* Outdoor Graphics and Link Media: Outdoor Graphics assigned its interest to Key Outdoors, which later assigned its

interest to Link Media. (In its answer, by contrast, Link Media agreed it was the assignee of Outdoor Graphics.) The dialogue continued:

“Q. *** [E]ach company has been acquired all the way down to Link [Media]?”

A. Yes.

Q. And are you basing that on conversations with Mr. Brown or how do you know that?

A. I am basing that on the historic lease file that was housed in my office in Quincy, and I have copies of all of those leases.”

¶ 25 Conrad testified she did not understand how Michelmann had come to the conclusion that it “owned the structure.” Not only was that conclusion at odds with correspondence in which Michelmann proposed buying the billboards from Link Media, but it was at odds with Conrad’s understanding that the billboards had been passed along, via successive assignments, from the billboard company that originally built them to Link Media. She testified:

“The billboard company built it, and every lease after that transferred the ownership of the structure, the assets, to the next billboard company. And I know that there is a lease where it goes to Outdoor Graphics where it says existing structure, but that does not mean that any ownership of the unit was ever transferred to Michelmann. That means that the structure was existing, not one being built.”

In other words, when the lease agreement of May 1, 1987, between Michelmann and Outdoor Graphics stated that “Michelmann *** AS Lessor hereby leases to OUTDOOR GRAPHICS ***,

Lessee the existing structures” on the lot, Conrad did not understand that language as meaning that Michelmann owned the “existing structures” on the lot. Rather, she understood it as meaning merely that some structures already existed on the lot, as distinct from structures that Outdoor Graphics might build.

¶ 26 In Conrad’s view, the billboards belonged to the billboard company because that was how the business of billboard advertising typically worked—a contrary state of affairs would have been implausible to her. Billboard companies preferred to build their own billboards, Conrad explained, so that, if need be, they could remove unprofitable billboards as their own property instead of leaving them behind for competitors to use.

¶ 27 The billboards on the lot had proved unprofitable to Link Media. They generated only \$2,456 a year in revenue, compared to the “lease amount of \$2,960” plus a 10% increase in rent per year. “So, without any expense of posting repair, electrical, anything else that went along with it, we were already at negative \$504 to keep this board standing,” she testified. “That’s what would have precipitated a takedown.”

¶ 28 Michelmann’s attorney asked Conrad if she knew the value of the billboards that Link Media had taken down. She answered that she was unable to provide any such estimate. “You are asking for the actual physical asset?” Conrad asked. “Correct,” Michelmann’s attorney responded, “I am asking about the billboard structure, *** what you would ask for it.” Conrad mused:

“Well, we replaced two months of faces on it and the physical cost of the faces was about \$6,000 and it was four I-beams and two catwalks beyond that. So, if we are talking about the nuts and bolts physical cost of the billboard, my guess would be that [\$15,000] would be a bit low.”

Rather, Conrad's "best guess" was that "that four I-beams, two faces, two sets of brains, two lights and two catwalks would be in that 20-ish thousand dollar range for just those pieces of used equipment at that point in time."

¶ 29 After Link Media made those additions to the billboards, it decided to "tear down the billboard structure." If the billboards had been "a performing asset," Link Media "would have renewed the lease," but they were not "a performing asset," so "[y]ou end the lease" and "remove" the structure to avoid "creat[ing] competition for yourself."

¶ 30 Michelmann's attorney asked Conrad if Link Media had "sen[t] any correspondence to Michelmann stating that they were terminating the lease or ending the lease or getting out of the lease." Conrad answered that she possessed a copy of correspondence dated April 16, 2019, addressed from Michele Dennis to Michelmann, and reading, " 'This letter is to inform you that we are terminating our lease agreement effective May 6, 2019, due to the poor performance of the sign and the decline in value for advertising ***. We will be removing it.' " Conrad did not know, however, if that letter was sent to Michelmann. In fact, the copy that Conrad possessed was "a deleted file"—it had been retrieved from "the electronic trash."

¶ 31 b. Ehrhart

¶ 32 Ehrhart, the president of Michelmann, testified that the company had existed since 1865 and that she joined it 1991 as vice president when her father, William F. Gerdes III, was the president. Gerdes had been the company officer "interfacing with the billboard companies." Between 1991 and 2009, Ehrhart had no interaction with the billboard companies, and she assumed it was Gerdes who interacted with them during those years. He left the company in 2009. The first time that Ehrhart ever had a conversation with a billboard company "[o]n this particular location" was when Link Media "contacted [Michelmann] wanting to renegotiate their

rent.”

¶ 33 Correspondence between Michelmann and Link Media ensued. On November 13, 2018, Ehrhart sent Conrad a Facebook message asking her, “Do you still work for the outfit that owns the billboards on my property on North 24th Street?” When asked, in her deposition, why she had “identif[ied] Link [Media] as the company that own[ed] the billboards,” Ehrhart answered that she “didn’t have knowledge of the leases and things at that time” and that she lacked “a good understanding” at that time “of who owned the billboards.”

¶ 34 Later, in her correspondence with Link Media—specifically, in an e-mail to its real estate manager, Dennis—Ehrhart passed along an observation by Michelmann’s attorneys that Link Media’s ownership of the billboards was undocumented. Michelmann’s attorneys had pointed out to Ehrhart (and she in turn pointed out to Dennis) that “Link [Media] ha[d] *not* been able to document that it owns the structure so Michelmann offering any money for it is a generous concession.” (Emphasis in original.) Michelmann did not want the billboards to be removed from the lot “now or in the future,” Ehrhart wrote to Dennis, and to settle the controversy over ownership of the billboards, Michelmann was willing to pay Link Media “a relatively nominal amount,” as well as “conceding 2/3 of the previous rent under the new proposed lease.” Ehrhart cautioned that if the parties could not agree on a new lease, the 1987 lease would “renew[] automatically,” whereupon they could “address ownership at a later date.” “If the parties cannot agree to a new lease, the 1987 lease will control the next lease year”—an outcome that, Ehrhart suggested, would not be in the best interests of either party.

¶ 35 As it turned out, the parties never reached an agreement on a new lease, and on April 19, 2019, Link Media took apart the billboards and removed them from the lot. Ehrhart testified that Michelmann had built new billboards on the lot to replace the ones that Link Media

had taken and that Michelmann was using one of the new billboards and was renting the other one to Kohl Wholesale.

¶ 36 3. *Ehrhart's Affidavit in Support of Michelmann's Trial Brief*

¶ 37 In an affidavit dated February 2, 2023, which was admitted as plaintiff's exhibit Q, Ehrhart averred that, as president of Michelmann, she was familiar with its business records, including the lease of "billboard structures to Link Media *** and previous lessees." According to Ehrhart, the lease agreement of 1987, "to which Link Media assert[ed] it [was the assignee of] Outdoor Graphics," was "not a continuation or amendment of any previous lease agreement involving the Billboard Structures" but, rather, was "a stand-alone lease agreement that totally supersede[d] any previous lease agreement for the Billboard Structures."

¶ 38 Ehrhart was "not aware of any previous lessee under the Lease Agreement ever assert[ed] that it owned the Billlboard Structures." In fact, on March 21, 2005, in a letter that Ehrhart attached to her affidavit, Gerdes wrote to Outdoor Graphics, "You are renting (2) billboards from us on north 24th near the railroad tracks." Ehrhart saw no indication in the company records that Outdoor Graphics had contested that statement. Ehrhart remarked in her affidavit, "I was shocked to learn Link Media had removed the Billboard Structures because I believed that both parties were still negotiating the terms of a new billboard lease in good faith." Link Media "never served written notice of termination of the Agreement to Michelmannand "never threatened to remove the Billboard Structures or stated its intention to remove the Billboard Structures"

¶ 39 After Link Media removed the billboards, Ehrhart continued in her affidavit, Michelmann "sought permission from the City of Quincy to re-erect similar billboard structures on the Premises." The city council "ultimately approved Michelmann's request and passed a

special ordinance allowing Michelmann permission to re-erect similar billboard structures on the Premises, but with an additional ten (10) foot setback from the road.” According to Ehrhart, “Michelmann was unable to rent the Billboard Structures to advertisers from April 2019 (when Link Media dismantled and removed the Billboard Structures) to September 2021 (when the replacement billboard structures were completed).” She stated that building new billboards on the lot cost a total of \$68,931.17. She itemized the charges of various contractors and vendors and attached their invoices to her affidavit. Also, on the basis of her “knowledge and experience in leasing the billboard structures on behalf of Michelmann,” Ehrhart “estimate[d] the replacement billboards to be worth at least ten percent (10%) less than the previously existing Billboard Structures due to the additional ten (10) foot setback from the road.”

¶ 40 In addition to those asserted tort damages, there were damages for breach of contract. By Ehrhart’s calculation, Link Media owed Michelmann the following amounts of rent: \$2,960.10 for May 2018 to April 2019; \$3,256.11 for May 2019 to April 2020; \$3,581.72 for May 20[20] to April 2021; \$3,939.89 for May 2021 to April 2022; and \$4,333.88 for May 2022 to April 2023, for a total of \$15,140.70.

¶ 41 C. The Circuit Court’s Decision

¶ 42 On December 18, 2024, the circuit court found that Michelmann had “failed to sustain its burden of [proof] that it was the rightful owner of the billboards in question.” Therefore, the court found in Link Media’s favor and against Michelmann on counts I and II of the complaint, which alleged conversion and tortious interference with prospective business relationships. On count III, however, which was the action for breach of contract, the court found in Michelmann’s favor and against Link Media because Link Media had “failed to present any proof of written termination of the Agreement.” The court awarded Michelmann a total of

\$19,907.97 in past-due rent. “This amount,” the court explained, “is set forth in plaintiff’s exhibit Q \$15,140.70 plus \$4,767.27 for rent due May 2023-April 2024.”

¶ 43 On January 17, 2025, within 30 days after the circuit court’s decision (see 735 ILCS 5/2-1203(a) (West 2024)), Link Media filed a postjudgment motion, in which it argued that, after the 1987 lease expired at the end of the five-year period of automatic renewals, there was merely a month-to-month lease agreement between Michelmann and Link Media. Because “the award of rent tantamount to several years would not have been commensurate with the parties[’] status as a month-to-month lease,” Link Media requested that the circuit court modify its damage award on count III to only two months of rent.

¶ 44 Also on January 17, 2025, Michelmann filed a postjudgment motion. Michelmann requested that the circuit court “modify its judgment to find that Michelmann owned the billboard structures and award Michelmann damages as set forth in its Trial Brief.”

¶ 45 On October 23, 2025, the circuit court denied the postjudgment motions.

¶ 46 On November 21, 2025, within 30 days after denial of the postjudgment motions, Link Media filed its notice of appeal. See Ill. S. Ct. R. 303(a)(1) (eff. July 1, 2017).

¶ 47 On December 1, 2025, within 10 days after Link Media’s service of its notice of appeal upon Michelmann, Michelmann filed its notice of cross-appeal. See Ill. S. Ct. R. 303(a)(3) (eff. July 1, 2017).

¶ 48 II. ANALYSIS

¶ 49 A. Our Standard of Review

¶ 50 The parties suggest we should be deferential toward the circuit court’s findings of fact, but the authorities they cite in support of the proposed deference are distinguishable. They cite *Chicago’s Pizza, Inc. v. Chicago’s Pizza Franchise Ltd. USA*, 384 Ill. App. 3d 849, 859

(2008), but seemingly overlook that there was live testimony at the bench trial in that case (see *id.* at 852-59). Additionally, Link Media cites *New Randolph Halsted Currency Exchange, Inc. v. Regent Title Insurance Agency, LLC*, 405 Ill. App. 3d 923, 928 (2010), in which there likewise was live testimony at the bench trial (see *id.* at 926-927).

¶ 51 At the bench trial in the present case, there was no live testimony. Instead, the parties requested that the court decide the case solely on written submissions. Since there was no occasion for the court to judge the truthfulness of the witnesses from their demeanors or to detect shades of meaning or significance in the way they spoke, the court was in no better position than we are to resolve the factual issues in this case. Because we are as well-positioned as the court was to read the cold print of the record, there would be no reason for us to be deferential toward the court's findings of fact. Our standard of review, then, is *de novo*. See *Addison Insurance Co. v. Fay*, 232 Ill. 2d 446, 453 (2009).

¶ 52 B. Breach of Contract (Link Media's Appeal)

¶ 53 1. *Review of the Merits Despite the Lack of an Argument by Michelmann*

¶ 54 The circuit court awarded Michelmann a total of \$19,907.97 in overdue rent: \$15,140.70 for the period of May 2018 to April 2023 plus \$4,767.27 for the period of May 2023 to April 2024. Link Media appeals, contesting that amount. While agreeing it owes Michelmann rent, Link Media disagrees that the amount it owes is as high as \$19,907.97. Link Media maintains that by removing the billboards from the lot on April 19, 2019, it surrendered possession of the premises and that, consequently, its liability for rent ended on April 30, 2019, making it indebted to Michelmann for only \$2,960.10 in rent for the period of May 1, 2018, to April 30, 2019.

¶ 55 In its brief, Michelmann offers no response to that argument by Link Media.

Therefore, in its reply brief, Link Media claims that Michelmann has effectively conceded the correctness of its challenge to the award of \$19,907.97. Link Media points out that, under Illinois Supreme Court Rule 343(b)(1) (eff. July 1, 2008), the “cross-appellant”—in this case, Michelmann—is supposed to “file a single brief” not only as “cross-appellant” but also “as appellee,” meaning that the cross-appellant’s brief should meet the appellant’s arguments and not just argue in support of the cross-appeal.

¶ 56 Link Media acknowledges that, under *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 131 (1976), the lack of an appellee’s brief (and, by corollary, the lack of a responsive argument in the appellee’s brief) should not “result in an automatic reversal of the circuit court’s judgment assessing rent against Link Media.” However, Link Media focuses on a passage of *Talandis* in which the supreme court seemed to suggest that, absent an appellee’s brief, the reviewing court “should decide the merits of the appeal” only if the record was simple and the case was easy. *Id.* at 133. In the passage in question, the supreme court said, “[I]t seems that if the record is simple and the claimed errors are such that the court can easily decide them without the aid of an appellee’s brief, the court of review should decide the merits of the appeal.” *Id.* Link Media asserts that “[t]he record in this case is far from simple.”

¶ 57 We do not find the record to be dauntingly complex. With respect to the issue of how much rent Link Media owes Michelmann, the record is rather simple. As to that issue, all we need to glean from the record is (1) the lease agreement of May 1, 1987, between Michelmann and Outdoor Graphics; (2) the lack of a written notice of termination; and (3) Link Media’s admissions that (a) Outdoor Graphics assigned its interest in the lease to Link Media, (b) Link Media remained in possession of the premises until April 19, 2019; and (c) Link Media

paid no rent from May 1, 2018, onward. (Conrad testified that Outdoor Graphics divested its assets to Key Outdoor and that Key Outdoor in turn divested its assets to Link Media. This discrepancy typifies the vagueness of the successor of ownership theory and its lack of evidentiary rigor. The supposed chain of assignments was not proven by the presentation of purchase agreements from Quincy Outdoor all the way down to Link Media.)

¶ 58 In any event, regardless of how complicated the record is, Link Media appears to agree that the omission in Michelmann’s brief does not absolve Link Media of its own responsibility, as an appellant, to make a *prima facie* case for reversal. The supreme court made it clear in *Talandis* that the appellate court may *never*—automatically or otherwise—reverse the circuit court’s judgment on the ground that the appellee failed to file a brief. *Id.* at 131. The supreme court held, “[T]he judgment of a trial court should not be reversed *Pro forma* for the appellee’s failure to file its brief as required by rule. A considered judgment of the trial court should not be set aside without some consideration of the merits of the appeal.” *Id.* It follows that, notwithstanding the appellee’s silence, the appellant should prevail only if the appellant makes “a *prima facie* showing of reversible error” (*id.* at 132), a showing supported by relevant authorities and, wherever evidentiary support is needed, by citations to the relevant pages of the record (see Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020)).

¶ 59 2. *A Holdover Tenancy With Link Media as the Tenant*

¶ 60 The lease agreement of May 1, 1987, between Michelmann as “Lessor” and Outdoor Graphics as “Lessee” provided as follows:

“After the original term hereof this lease shall continue in force from year to year for a period of five (5) consecutive years unless terminated at the end of the original term, or any additional year thereafter upon written notice of

termination to Lessor by Lessee or to Lessee by Lessor, served not less than thirty (30) days before the end of such term or additional year.”

¶ 61 The “original term” was defined as “1 year beginning May 1[,] 1987. Thus, the original term was May 1, 1987, to May 1, 1988, “excluding the first day and including the last.” Ill. Rev. Stat. 1985, ch. 1, ¶ 1012; *McMahon v. Chicago Mercantile Exchange*, 221 Ill. App. 3d 935, 945 (1991) (“The time computation statute is [a] law that could be construed as an implication of a contract.”). After the original term (which is to say, after May 1, 1988), the lease would continue year to year for an additional five consecutive years—May 1, 1988, to May 1, 1989; May 1, 1989, to May 1, 1990; May 1, 1990, to May 1, 1991; May 1, 1991, to May 1, 1992; and May 1, 1992, to May 1, 1993—unless it were terminated at the end of the original term or at the end of any additional year thereafter by a written notice served on the other party no later than 30 days before the end of the original term or additional year. The duration of the lease, then, was one year at the least (the original term) and six years at the most (the original term plus five consecutive years). The longest the lease could last, under the explicit terms of the lease agreement, was until May 1, 1993.

¶ 62 The circuit court held that because no written notice of termination was ever served on Michelmann, the lease continued beyond May 1, 1993 (despite the explicit terms of the lease agreement) and that Link Media was obligated to pay rent for the period of May 2018 through April 2024.

¶ 63 Link Media maintains, however, that the requirement of serving a written notice of termination ended when the lease expired on April 30, 1993 (or May 1, 1993, according to the time computation statute). As Link Media puts it, “[t]here is no provision in the Lease setting forth the parties’ obligations after the end of the five-year, year to year term, when the lease was

not terminated.”

¶ 64 By Link Media’s reasoning, “Outdoor Graphics *** and its successors[,] including Link Media, remained in possession of the leasehold after the lease expired[,] and Link Media became a tenant at sufferance.” “[A] tenant who remains in possession after the expiration of his lease becomes a tenant at sufferance” (*Ventus Holdings, LLC v. Raddle*, 2025 IL App (1st) 241169, ¶ 16), and it is up to the landlord whether to evict the tenant at sufferance as a trespasser or to accept the tenant at sufferance as a holdover tenant (*A.O. Smith Corp. v. Kaufman Grain Co.*, 231 Ill. App. 3d 390, 398 (1992)). “A holdover tenancy is created when a landlord elects to treat a tenant, after the expiration of his lease, as [a] tenant for another term upon the same provisions contained in the original lease.” *Id.* “A holdover tenancy will last as long as the original lease term.” *Id.* at 399. The landlord’s acceptance of rent after the expiration of the lease “may by itself indicate the landlord’s election to treat the tenant as a holdover.” *Id.* at 398.

¶ 65 From those principles of case law, Link Media reasons that, from May 1, 1993, to April 30, 2018, “there [was] a series of 24 consecutive one-year holdover tenancies,” since Michelmann was paid rent and accepted rent during that 24-year period. Link Media continues, however:

“Link Media did not pay, and Michelmann did not accept, rent in 2018 [citations]. Therefore, a new one-year holdover tenancy was not created for the would[-]be May 1, 2018, to April 30, 2019, lease period. As a result, the last one-year holdover tenancy ended on April 30, 2018, and Link Media was no longer leasing the premises. [Citation.] Instead, Link Media became a tenant at sufferance on May 1, 2018. Link media surrendered its tenancy at sufferance on April 19, 2019, when it removed its billboard structures from the premises and

left the property at Michelmann's disposal."

¶ 66 We are unconvinced by that reasoning. We do not think that Link Media has made "a *prima facie* showing of reversible error" in the circuit court's award of \$19,907.90 in rent. *Talandis*, 63 Ill. 2d at 132. It seems to us that Link Media's reasoning suffers from two fatal fallacies.

¶ 67 The first fallacy is that the holdover tenancies were merely one-year tenancies. True, they started out as one-year tenancies—one year was the "original term"—but each holdover tenancy could have had further one-year terms, depending on whether a timely notice of termination was served. There appears to be no evidence that a notice of termination was served. Thus, it does not appear that the 1987 lease or the succeeding holdover leases were ever taken out of automatic renewal mode.

¶ 68 In positing "a series of 24 consecutive one-year holdover tenancies," Link Media edits out the automatic renewal language in the 1987 lease agreement. A holdover tenant, however, does not get to pick and choose which provisions of the original lease agreement carry over into the new tenancy. As the appellate court explained in *A.O. Smith*, "[a] holdover tenancy is created when a landlord elects to treat a tenant, after the expiration of his lease, as [a] tenant for another term *upon the same provisions contained in the original lease*." (Emphasis added.) *A.O. Smith*, 231 Ill. App. 3d at 398; see *Nationwide Mutual Fire Insurance Co. v. T&N Master Builders & Renovators*, 2011 IL App (2d) 101143, ¶ 24; *Roth v. Dillavou*, 359 Ill. App. 3d 1023, 1027 (2005). Note that, in *A.O. Smith*'s phrasing, the holdover tenant is not merely "[a] tenant for another term" but "[a] tenant for another term upon the same provisions contained in the original lease." *A.O. Smith*, 231 Ill. App. 3d at 398. As the supreme court has held, "In the absence of any express stipulations, the new tenancy created by a tenant's holding over after the

expiration of his lease is implied by law to be upon the same terms and subject to all the covenants contained in the expired lease.” (Internal quotation marks omitted.) *Weber v. Powers*, 213 Ill. 370, 385 (1904).

¶ 69 So, while it is true, as Link Media argues, that holding over resulted in the creation of another one-year term, it was a one-year term subject to the same provisions as in the original lease, including the provision that, absent a written notice of termination, the lease would automatically renew year by year for a maximum of five consecutive years after the original one-year term. That provision could not be left behind any more than any other provision in the original lease, such as, for example, the provision allowing the tenant to remove personal property within a reasonable time after termination of the lease. Excluding the automatic renewal provision from the holdover tenancy would be like paying lower rent than before. Michelmann must have valued the automatic renewal provision, which was worded to work both ways, protecting both the landlord and the tenant. Effectively crossing out that provision would deprive Michelmann of part of the benefit of its bargain.

¶ 70 To be sure, by its *explicit* terms, the lease agreement of May 1, 1987, said nothing about automatic renewals after the additional five-year period. Even so, “the law in existence at the time a contract is entered into becomes part of the understanding of the parties and thus a part of their agreement.” (Internal quotation marks omitted.) *Midway Park Saver v. Sarco Putty Co.*, 2012 IL App (1st) 110849, ¶ 33. In other words, “the existing laws *** become implied terms of the contract” (*S & D Service, Inc. v. 915-925 W. Schubert Condominium Ass’n*, 132 Ill. App. 3d 1019, 1023 (1985))—including the common-law principle that a tenant’s retaining possession of the premises after the lease expires can, at the landlord’s option, result in a holdover tenancy subject to the provisions of the original lease agreement (see *A.O. Smith*, 231 Ill. App. 3d at 398).

The lease agreement of May 1, 1987, provided that, unless a party served a written notice of termination, there would be automatic renewals. Because Link Media does not appear to dispute that service of a written notice of termination was unproven, there would have been, by our calculation, not 24 holdover tenancies but, rather, 5 holdover tenancies.

¶ 71 Here is how we came up with that number.

¶ 72 The original lease of May 1, 1987, expired on May 1, 1993 (the five-year period ran out), and Outdoor Graphics or Key Outdoor or both of them (it is unclear when Key Outdoor acquired Outdoor Graphics) paid rent anyway for another one-year period, from May 1, 1993, to May 1, 1994, and Michelmann accepted the rent. Consequently, there was a holdover tenancy for another one-year term—*but upon the same provisions as in the original lease* (see *Nationwide*, 2011 IL App (2d) 101143, ¶ 24; *Roth*, 359 Ill. App. 3d at 1027; *A.O. Smith*, 231 Ill. App. 3d at 398), including the provision that the lease would automatically renew year by year for five consecutive years after the original term ended, absent a written 30-day notice of termination. The end of the five-year period for the first holdover tenancy was May 1, 1999.

¶ 73 Then the tenant (whoever it was at that time) paid rent for May 1, 1999, to May 1, 2000, which Michelmann accepted, and there was a second holdover tenancy. The end of the five-year period was May 1, 2005.

¶ 74 Then the tenant paid rent for May 1, 2006, to May 1, 2007, which Michelmann accepted, and there was a third holdover tenancy. The end of the five-year period was May 1, 2012.

¶ 75 Then the tenant paid rent for May 1, 2012, to May 1, 2013, which Michelmann accepted, and there was a fourth holdover tenancy. The end of the five-year period was May 1, 2018.

¶ 76 Link Media admits it was in possession of the premises up to April 19, 2019, when it removed the billboard structures. Nevertheless, Link Media disputes it was in a contractual relationship with Michelmann as a holdover tenant on that date, characterizing itself, instead, as a tenant at sufferance. “A tenant at sufferance has only naked possession; he or she has no privity with the landlord.” *Roth*, 359 Ill. App. 3d at 1027.

¶ 77 Here is where we come to the second fatal weakness in Link Media’s reasoning. Link Media seems to assume it was up to Link Media whether it remained a tenant at sufferance, as opposed to a holdover tenant. Link Media reasons, “Link Media did not pay, and Michelmann did not accept, rent in 2018 [citation]. Therefore, a new one-year holdover tenancy was not created for the would-be May 1, 2018, to April 30, 2019, lease period.” By that logic, a tenant who remains in possession of the premises after the expiration of the lease could prevent the creation of a holdover tenancy simply by not paying rent. The decision, however, of whether the tenant at sufferance becomes a holdover tenant belongs to the landlord alone. See *Ventus*, 2025 IL App (1st) 241169, ¶ 16. The landlord could decide that, instead of “treat[ing] [the tenant] as an unlawful occupant,” to quote a distinguishable case on which Link Media relies (*Rexam Beverage Can Co. v. Bolger*, No. 06-C-2234, 2008 WL 192986, at *2 (N.D. Ill. Jan. 18, 2008)), the landlord would treat the tenant as a holdover tenant and sue the tenant for the amount of rent agreed upon in the original lease agreement. See *Clinton Wire Cloth Co. v. Gardner*, 99 Ill. 151, 166 (1881).

¶ 78 Although it is true that a tenant who retains possession after the expiration date of the lease agreement becomes, at that time, by operation of law, a tenant at sufferance (*A.O. Smith*, 231 Ill. App. 3d at 398), the tenant does not necessarily remain a tenant at sufferance. The landlord may, in the landlord’s “sole discretion,” choose to regard the tenant as a holdover

tenant—whereupon the tenant at sufferance becomes, instead of a trespasser, a holdover tenant. *Ventus*, 2025 IL App (1st) 241169, ¶ 16. Link Media seems to assume it was up to Link Media whether its status changed from that of a tenant at sufferance to that of a holdover tenant. But “[i]t is the intention of the landlord, not the tenant, that determines whether the tenant is to be treated as a holdover.” *Bismarck Hotel Co. v. Sutherland*, 92 Ill. App. 3d 167, 171 (1980). After the fourth holdover tenancy expired on May 1, 2018, Link Media, as assignee, was, by its own admission, still in possession of the premises. As Michelmann’s action against Link Media for overdue rent conclusively demonstrates, Michelmann chose to treat Link Media as a holdover tenant. See *Clinton Wire Cloth Co.*, 99 Ill. at 166.

¶ 79 That choice is unchallengeable. A fifth holdover tenancy came into existence, with Michelmann as lessor and Link Media as lessee. The original term of this fifth holdover tenancy was only May 1, 2018, to May 1, 2019. However, since a written notice of termination was never served on Michelmann or it was unproven that one was served, there were automatic renewals in accordance with the original lease agreement. The end of the five-year period was May 1, 2024 (year by year renewals for five consecutive years: May 1, 2019, to May 1, 2020; May 1, 2020, to May 1, 2021; May 1, 2021, to May 1, 2022; May 1, 2022, to May 1, 2023; and May 1, 2023, to May 1, 2024).

¶ 80 It follows that Link Media, as appellant, has failed to make a *prima facie* showing of reversible error in the circuit court’s assessment of rent for the period of May 2018 to April 2024. See *Talandis*, 63 Ill. 2d at 132. Link Media, the fifth holdover tenant, owes a total of \$19,907.90 in rent.

¶ 81 *3. Link Media’s Request for Equitable Relief*

¶ 82 Link Media contends that, even if the circuit court was correct that the failure to

serve a written notice of termination upon Michelmann resulted in Link Media's continued liability for rent, the court erred by denying equitable relief from the rent obligation, considering that, in September 2021 (after Link Media removed the billboard structures in April 2019), Michelmann built new billboard structures on the lot, "at which point damages for the loss of lease payments no longer accrued to Michelmann," and the "erection of new billboard structures on the subject property *** prevented Link Media from exercising its right (if it still had that right) under the lease to use the real estate for its own billboards." On June 24, 2022, in her deposition, Ehrhart testified that Michelmann had built new billboards on the lot to replace the ones that Link Media had removed and that Michelmann was using one of the new billboards and Kohl Wholesale was renting the other new billboard.

¶ 83 Those are the facts that Link Media gives us in support of its contention that it was entitled to equitable relief, and those facts seem potentially significant. The problem is, Link Media cites no authority in the corresponding section of its argument. What does case law have to say about equitable relief from a contractual obligation? Is the reduction of rent indebtedness an equitable remedy recognized by law, and in what circumstances is the remedy available? Link Media offers us no legal guidance. The appellant's argument must contain not only "the contentions of the appellant and the reasons therefor" and "the pages of the record relied on" but also "citation of the authorities *** relied on." Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020). Because of the failure to cite supporting authorities, Link Media has forfeited its argument that the court erred by refusing to grant equitable relief from the rent obligation. See *Ramos v. Kewanee Hospital*, 2013 IL App (3d) 120001, ¶ 37 ("[F]ailure to properly develop an argument and support it with citation to relevant authority results in forfeiture of that argument.").

¶ 84 In its sur-reply brief, Link Media invokes section 9-213.1 of the Code of Civil

Procedure (735 ILCS 5/9-213.1 (West 2024)), which provides, “After January 1, 1984, a landlord or his or her agent shall take reasonable measures to mitigate the damages recoverable against a defaulting lessee.” Link Media argues, “Michelmann presented no evidence showing that it satisfied its obligation to mitigate damages by taking reasonable measures to rent the billboards after it built new billboard structures on the property in September 2021.” In its brief, however, Link Media argued it was entitled to equitable relief, not that it was entitled to relief under section 9-213.1. “[A]rguments raised for the first time in a reply brief are deemed waived.” *Illinois Health Maintenance Organization Guaranty Ass’n v. Department of Insurance*, 372 Ill. App. 3d 24, 45 (2007). Nor does it appear that Link Media invoked section 9-213.1 in the proceedings below—another reason for finding a waiver. See *Stein v. Spainhour*, 167 Ill. App. 3d 555, 561 (1988).

¶ 85 Waiver aside, section 9-213.1 is interpreted as “requir[ing] a landlord to undertake reasonable efforts to relet the premises after a defaulting tenant departs.” *Danada Square, LLC v. KFC National Management Co.*, 392 Ill. App. 3d 598, 609 (2009). The “premises” in this case, so to speak—what was rented—are the billboard structures. It is unclear how Michelmann could have made reasonable efforts to relet the billboard structures after Link Media removed them and disposed of them. To our knowledge, section 9-213.1 has never been interpreted as requiring a landlord to replace improvements that the tenant tortiously removed.

¶ 86 C. Conversion of the Billboards (Michelmann’s Cross-Appeal)

¶ 87 1. *Ownership of the Billboards*

¶ 88 Michelmann argues that the lease agreement of May 1, 1987, which Link Media’s predecessor in interest, Quincy Graphics, entered into, proves Michelmann’s ownership of the billboards that Link Media removed. According to Michelmann, the proof is in the first sentence

of the lease agreement, in which “Michelmann ***, AS Lessor, hereby leases to OUTDOOR GRAPHICS ***, Lessee the existing structures (of the) entire premises described as [the] Lot located on the west side of 24th Street.” The billboards on the lot were “existing structures (of the) entire premises.” Michelmann reasons that unless it owned the billboards and Outdoor Graphics acknowledged and accepted that ownership, it would have been impossible for Michelmann to lease the billboards to Outdoor Graphics. In a lease agreement that was complete on its face—that disavowed “any stipulation, representation[,] or agreement not printed or written in this lease”—Outdoor Graphics rented from Michelmann only “the existing structures” on the lot. Michelmann cites *Weiland Tool & Manufacturing Co. v. Whitney*, 44 Ill. 2d 105, 114 (1969), in which the supreme court held, “[I]f the instrument itself is complete and discloses no intention that extrinsic matters are part of it, terms not included in the instrument may not be proved; and if its language is unequivocal, no evidence to show any other meaning may be considered.”

¶ 89 Link Media counters by citing, among other authorities, *Barwin v. Village of Oak Park*, 54 F.4th 443, 464 (7th Cir. 2022), in which the federal court held that if “contract language is ambiguous, parol evidence properly may be admitted to resolve the ambiguity notwithstanding the contract’s integration clause.” Link Media argues, “The 1987 lease agreement is intrinsically and extrinsically ambiguous as to the ownership of the billboard structures. It does not make clear what ‘existing structures’ are being leased, and expressly states that the signs, advertisements, and structures on the premises are the lessee’s property.”

¶ 90 Contractual language is ambiguous if it is “susceptible to more than one reasonable interpretation.” *In re Marriage of Chez*, 2013 IL App (1st) 120550, ¶ 17. The provision that Michelmann “hereby leases to [Outdoor Graphics] the existing structures (of the)

entire premises” is not susceptible to more than one reasonable interpretation. That the lease agreement left the “existing structures” unspecified did not make the lease agreement ambiguous. This provision was readily understandable. It was not open to interpretation. Michelmann leased to Outdoor Graphics whatever structures existed on the lot. To ascertain what those structures were, all Outdoor Graphics had to do was look at the lot.

¶ 91 Link Media argues, however, that understanding the “existing structures”—whatever they were—as including billboard structures belonging to Michelmann would be problematic considering that the lease agreement referred to signs and advertisements belonging to Outdoor Graphics. In the lease agreement, Michelmann agreed as follows:

“[Michelmann] will not permit [Outdoor Graphics’s] signs to be obstructed.

[Michelmann] guarantees to [Outdoor Graphics] free access to and use of any part of any structure on said premises as may be necessary for [Outdoor Graphics] to hang scaffolds, or construct, post, paint, illuminate, repair, or remove its advertisements and structures.”

But signs and advertisements were not the same as billboard structures. For Outdoor Graphics to post its signs and advertisements, billboards would have had to exist on which to post them. A “billboard” is, as the name suggests, a board or panel on which to post “bills,” which is to say, signs or advertisements. See 2 Oxford English Dictionary 193 (2d ed. 1989) (defining “billboard” as “[a] board to which notices, posters, advertisements, etc., are affixed”); *id.* at 191 (defining a “bill” as “[a] written or printed advertisement to be passed from hand to hand *** or posted up or displayed in some prominent place”).

¶ 92 In any event, the 1987 lease agreement aside, the parties agree, in the statements of facts in their briefs, that the billboard structures that Link Media removed in April 2019 had

been on the lot since at least July 8, 1968, the date of the first lease to Busby. The circuit court found that “the billboards contemplated in the original agreement were erected and continuously maintained by Quincy Outdoor *** and its assigns.” Link Media endorses that finding (to which, again, we owe no deference) and cites *Village of Palatine v. Palatine Associates, LLC*, 406 Ill. App. 3d 973, 979 (2010), in which the appellate court held, “A trade fixture is personal property of the tenant that is affixed to the realty for purposes of carrying on the tenant’s business.

[Citations.] There is a rebuttable presumption that items installed by a tenant for the purpose of carrying on a trade are trade fixtures.” If, as the parties agree, the billboard structures were built before the first lease to Busby, it would be reasonable to infer that Quincy Outdoor built them, since, in the lease agreement of May 8, 1956, Michelmann gave Quincy Outdoor permission to “built and maintain two Standard Poster Panels.” Also, the presumption would be unrebutted that Michelmann and Quincy Outdoor intended that the billboards would be trade fixtures, personal property removeable by Quincy Outdoor, since (1) Quincy Outdoor apparently was in the business of billboard advertising and (2) the lease agreement gave Quincy Outdoor “full permission for the removal of all boards,” *e.g.*, billboards or panels, “the property of” Quincy Outdoor.

¶ 93 One must not lose sight, however, of where the presumption of a trade fixture ends. There would not be a presumption that the billboards that Quincy Outdoor annexed to the lot remained the property of Quincy Outdoor if they were still on the lot after the termination of Quincy Outdoor’s lease. The lease to Busby in 1968 presupposed the termination of the 1956 lease to Quincy Outdoor—but Quincy Outdoor did not remove its billboards (if it built them); they were still on the lot in 2019, when Link Media removed them.

¶ 94 Michelmann cites a statute providing that if the tenant has installed fixtures that

are removeable, the tenant may remove them from the premises only while the tenant is still in possession of the premises in the character of a tenant. When Quincy Outdoor entered into its lease agreement with Michelmann, the statute provided as follows:

“Subject to the right of the landlord to distrain for rent[,] a tenant shall have the right to remove from the demised premises all removable fixtures erected thereon by him during the term of his lease, or of any renewal thereof, or of any successive leasing of the premises while he remains in possession in his character as tenant.” Ill. Rev. Stat. 1955, ch. 80, § 34.

(This statute exists today, with minor changes in wording, merely to remove the solely masculine pronouns. See 735 ILCS 5/9-319 (West 2024).) Thus, if Quincy Outdoor built the billboard structures, and if they were “removable,” that is, if they could be removed without inflicting “a substantial injury to the freehold” (*Empire Building Corp. v. Orput & Associates, Inc.*, 32 Ill. App. 3d 839, 840 (1975)), Quincy Outdoor had the right to remove them only while it was in possession of the premises pursuant to a lease agreement with Michelmann. “Where there is no reasonable time provision in the lease, a tenant has a right to remove personal property only so long as he remains in possession, and, when a tenancy expires, he forfeits his rights to remove the fixtures.” *Revzen Business Interiors, Inc. v. Carrane*, 72 Ill. App. 3d 601, 603 (1979). The lease agreement between Michelmann and Quincy Outdoor did not say that Quincy Outdoor had a reasonable time after the termination of the lease to remove its personal property from the lot (unlike subsequent lease agreements with other lessees). Therefore, Quincy Outdoor would have had the right to remove its billboard structures only while Quincy Outdoor was in possession of the premises pursuant to the original lease, a renewed lease, or a successive lease. See Ill. Rev. Stat. 1955, ch. 80, § 35. As soon as Quincy Outdoor’s contractual relationship with Michelmann

ended—as soon as Michelmann and Quincy Outdoor parted ways as landlord and tenant and Quincy Outdoor could set foot on the lot only as a trespasser—Quincy Outdoor’s right to remove the billboard structures would have ended, and the billboard structures would have become Michelmann’s property. “[I]f not removed within the time allowed[,] it cannot be removed by the tenant, and passes to the landlord *** as part of the land to which it is affixed.” *Miller v. Bennett*, 239 Ill. App. 306, 310 (1925) (interpreting the statute).

¶ 95 If Quincy Outdoor built the billboard structures, Quincy Outdoor did not remove them before it ceased being Michelmann’s tenant. If the billboard structures were still on the lot in 2019, when Link Media removed them, they were still on the lot in 1968, when Michelmann entered into a lease agreement with the tenant after Quincy Outdoor, Busby. The theory that Busby stepped into Quincy Outdoor’s shoes by buying Quincy Outdoor’s assets makes no difference unless it is proven that when Busby stepped into Quincy Outdoor’s shoes, Quincy Outdoor was still in possession of the premises in the character of a tenant. That is unproven. In fact, the new lease agreement with Busby in 1968 would seem to presuppose the prior termination of the lease with Quincy Outdoor (a prior termination that left the billboard structures still on the lot). The lease agreement between Michelmann and Busby was “to hold good” indefinitely until Michelmann or Quincy Outdoor served a 30-day notice. If Busby had stepped into Quincy Outdoor’s shoes as Quincy Outdoor’s assignee, there seemingly would have been no reason for Busby to enter into a new lease agreement with Michelmann—with a 60% increase in rent. So, the theory of stepping into the next lessee’s shoes, over and over again, from Quincy Outdoor all the way to Link Media, is problematic at the very outset, in the transition from Quincy Outdoor to Busby. The 12 years between the lease to Quincy Outdoor, in 1956, and the first lease to Busby, in 1968, are *terra incognita*. We do not know what happened during

those 12 years, other than, supposedly, at some time or another, Busby bought Quincy Outdoor. We do not know what the leasing status of the lot was whenever that presumed purchase occurred. Even at the beginning of the supposed chain of assignments, then, it is unclear that the baton was successfully passed, so to speak, or that there was continuous, unbroken possession of the billboard structures by tenants.

¶ 96 There is another gap in the chain. Mid-States’s second lease expired on May 8, 1977, assuming that no notice of termination was served (an original term of May 8, 1971, to May 8, 1972, plus five consecutive years). The next lease, however, which was to Outdoor Graphics, was not until May 6, 1981. The four-year period between May 8, 1977, and May 6, 1981, is another unknown—except that the billboard structures stood on the lot unpossessed, as far as we know, by anyone in the character of a tenant.

¶ 97 Link Media might protest that, by requiring proof that the baton was never dropped from Quincy Outdoor to Busby to Mid-States to Outdoor Graphics to Key Outdoor to Link Media, we require proof from Link Media, whereas, instead, Michelmann should have to prove the elements of its claim of conversion, including its “right to the property.” *Loman v. Freeman*, 229 Ill. 2d 104, 127 (2008). Michelmann, however, has carried its burden of coming forward with evidence on that issue, for it is undisputed that the billboard structures were fixtures on Michelmann’s land. That fact alone raises a presumption that the billboard structures belonged to Michelmann. “Generally, it is presumed that improvements,” or structures built in such a way as to be attached to the land, “become a part of the freehold,” and “[t]he burden of proving that an item remains personal property, rather than a fixture, lies with the party claiming the item is personal property.” 36A C.J.S. Fixtures § 63 (2026). As the supreme court has held:

“[A]n article which is affixed to the land, even slightly, is to be considered as part

of the land, unless the circumstances are such as to show that the article was intended all along to continue [as] a chattel, the onus *** lying on those who contend that it is a chattel.” (Internal quotation marks omitted.) *Owings v. Estes*, 256 Ill. 553, 555 (1912).

If Link Media removes, from Michelmann’s land, fixtures that Link Media did not put there, especially fixtures that have been on the land for over half a century, it is not Michelmann that has explaining to do; it is Link Media that has explaining to do. As we have discussed, Link Media has failed to carry its burden of coming forward with evidence to rebut Michelmann’s presumption of ownership. Consequently, that presumption prevails. See *Franciscan Sisters Health Care Corp. v. Dean*, 95 Ill. 2d 452, 462 (1983); *Owings*, 256 Ill. at 555; *Miller*, 239 Ill. App. at 310.

¶ 98 2. *No Need for a Demand to Return the Billboard Structures*

¶ 99 The elements of a cause of action for conversion are that (1) the plaintiff has a right to the property; (2) the plaintiff has an absolute and unconditional right to the immediate possession of the property; (3) the plaintiff made a demand for possession; and (4) the defendant wrongfully and without authorization assumed control, dominion, or ownership over the property. *Loman*, 229 Ill. 2d at 127.

¶ 100 In its answer to the complaint, Link Media admitted that on April 19, 2019, it had the billboard structures removed from the lot. But Link Media denied Michelmann’s allegation, on information and belief, that Link Media was “still in possession of the dismantled Billboard Structures.” Link Media further denied Michelmann’s allegation that Michelmann had “demanded possession of the Billboard Structures from Link Media.” Thus, the third element of a cause of action for conversion was at issue: whether Michelmann made a demand for

possession. See *id.*

¶ 101 A demand for the return of the property is not required, however, if “the defendant has *** disposed of the property in question and thus no longer has possession thereof.” (Internal quotation marks omitted and emphasis omitted.) *Shrock v. Meier*, 2024 IL App (1st) 230069, ¶ 25. Because Link Media, by its own admission, no longer has possession of the billboard structures it dismantled and removed, proof that Michelmann demanded the return of the billboard structures is not required. See *id.*

¶ 102 *3. Damages for Conversion*

¶ 103 Michelmann claims that, for Link Media’s conversion of the billboard structures, “Michelmann is entitled to recovery of the *** amounts incurred by Michelmann in re-erecting similar structures.” Michelmann itemizes those amounts, which total \$68,931.17. Also, Michelmann “requests an award of \$6,893.11 due to the loss in value of the billboard structures caused by the additional ten (10) feet setback” that the city council required when Michelmann built new billboards.

¶ 104 Because Michelmann cites no authority on the measure of damages for conversion (see Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020)), its argument that the circuit court erred by failing to award such damages is forfeited. See *In re Commitment of Moore*, 2023 IL App (5th) 170453, ¶ 73; *Ramos*, 2013 IL App (3d) 120001, ¶ 37.

¶ 105 Our own perusal of case law suggests that the measure of damages for conversion is the fair market value of the personal property at the time it was converted, with interest until the time of the trial. See *Schwitters v. Springer*, 236 Ill. 271, 275 (1908); *Dubey v. Public Storage, Inc.*, 395 Ill. App. 3d 342, 361 (2009); *Ruiz v. Wolf*, 250 Ill. App. 3d 121, 124 (1993). Michelmann would have to inform us of authorities supporting any alternative measure of

damages, such as replacement value. Michelmann has not done so.

¶ 106 Consequently, until we are convinced otherwise by citation to relevant authorities, we regard fair market value as the applicable measure of damages for conversion and replacement value as an inapplicable measure. Because Michelmann presented no evidence of what the fair market value of the billboard structures was on April 19, 2019, when Link Media removed them, Michelmann should be awarded only nominal damages for the conversion.

“The burden rests on the party seeking recovery to establish not only that he sustained damages but also a reasonable basis for computation of those damages.

*** If a party proves his right to damages but fails to provide a proper basis for computing those damages, only nominal damages can be recovered.” *Keno & Sons Construction Co. v. La Salle National Bank*, 214 Ill. App. 3d 310, 312 (1991).

¶ 107 D. Tortious Interference (Michelmann’s Cross-Appeal)

¶ 108 Michelmann does not explain, by reasoned argument, the elements of tortious interference with prospective business relationships and how it proved those elements. This tort claim, therefore, is forfeited. See Ill. S. Ct. R. 341(h)(7) (eff. Oct. 1, 2020); *Moore*, 2023 IL App (5th) 170453, ¶ 73; *Ramos*, 2013 IL App (3d) 120001, ¶ 37.

¶ 109 III. CONCLUSION

¶ 110 For the reasons stated, we affirm the circuit court’s judgment in part, reverse it in part, and remand this case with directions. We reverse the judgment insofar as the court found in favor of Link Media and against Michelmann on count I of the complaint. We remand this case with directions to enter judgment in favor of Michelmann and against Link Media on count I and to award nominal damages to Michelmann for conversion. Otherwise, we affirm the

judgment.

¶ 111 Affirmed in part and reversed in part; cause remanded with directions.