intended to be part of the land, and then it does not become part of the land. The anchor of a large ship must be very firmly fixed in the ground in order to bear the strain of the cable, yet no one could suppose that it became part of the land, even though it should chance that the shipowner was also the owner of the fee of the spot where the anchor was dropped. An anchor similarly fixed in the soil for the purpose of bearing the strain of the chain of a suspension bridge would be part of the land. Perhaps the true rule is, that articles not otherwise attached to the land than by their own weight are not to be considered as part of the land, unless the circumstances are such as to show that they were intended to be part of the land, the onus of showing that they are so intended lying on those who assert that they have ceased to be chattels; and that on the contrary an 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 it was intended all along to continue a chattel, the onus lying on those who contend that it is a chattel. This last proposition seems to be in effect the basis of the judgment of the Court of Common Pleas delivered by Maule, J., in *Wilde* v. *Waters* (16 Com. B. 637.) This, however, only removes the difficulty one step, for it still remains a question in each case whether the circumstances are sufficient to satisfy this onus. In some cases, such as the anchor of the ship, or the ordinary instance given of a carpet nailed to the floor of a room, the nature of the thing sufficiently shows it is only fastened as a chattel temporarily, and not affixed permanently as part of the land. But ordinary trade or tenant fixtures which are put up with the intention that they should be removed by the tenant (and so are put up for a purpose in one sense only temporary, and certainly not for the purpose of improving the reversionary interest of the landlord), have always been considered as part of the land, though severable by the tenant. In most, if not all of such cases, the reason why the articles are considered fixtures is probably that indicated by Wood, V.C., in *Boyd* v. *Shorrock* (*sup.*), that the tenant indicates by the mode he puts them up that he regards them as attached to the property during his interest in the property. What we have now to decide is as to the application of these rules to looms put up by the owner of the fee in the manner described in the case. In *Hellawell* v. *Eastwood* (6 Ex. 312) decided in 1851, the facts as stated in the report, are that the plaintiff held the premises in question as tenant of the defendants, and that a distress for rent had been put in by the defendants, under which a seizure was made of cotton spinning machinery, called "mules," some of which were fixed by screws to the wooden floor, and some by screws which had been sunk in the stone floor and secured by molten lead poured into them. It may be inferred that the plaintiff, being the tenant only, had put up those mules, and from the large sum for which the distress appears to have been levied (2000*l.*) it seems probable that he was the tenant of the whole mill. It does not appear what admissions, if any, were made at the trial, nor whether the court had or had not by the reservation power to draw inferences of fact; though it seems assumed in the judgment that they had such a power. Parke, B. in delivering the judgment of the court says: "This is a question of fact depending on the circumstances of each case, and principally on two considerations; first, the mode of annexation to the soil or fabric of the house, and the extent to which it is united to them, whether it can easily be removed *integre, salve, et commode*, or not, without injury to itself or the fabric of the building; secondly, on the object and purpose of the annexation, whether it was for the permanent and substantial improvement of the dwelling, in the language of the civil law *perpetui usus causa*, or in that of the Year Book, *pour un profit del inheritance*, or merely for a temporary purpose of the more complete enjoyment and use of it as a chattel." It was contended by Mr. Field that the decision in *Hellawell* v. *Eastwood* had been approved in Queen's Bench in the case of *Turner* v *Cameron* (*sup.*) It is quite true that the court in that case said that it afforded a true exposition of the law as applicable to the particular facts upon which that judgment proceeded; but the court expressly guarded their approval by citing from the judgment delivered by Parke, B. the facts upon which they considered it to have proceeded: "They were attached slightly, so as to be capable of removal without the least injury to the fabric of the building or themselves, and the object of the annexation was not to improve the inheritance, but merely to render the machines steadier and more capable of convenient use as chattels." As we have already observed, trade or tenant fixtures might, in one sense, be said to be fixed merely for a temporary purpose; but we cannot suppose that the Court of Exchequer meant to decide that they were not part of the land, though liable to be severed by the tenant. The words "merely for a temporary purpose" must be understood as applying to such a case as we have supposed—of the anchor dropped for the temporary purpose of mooring the ship, or the instance immediately afterwards given by Parke, B., of a carpet tacked to the floor for the purpose of keeping it stretched whilst it was there used, and not to a case such as that of a tenant who, for example, affixes a shop counter for the purpose (in one sense temporary) of more effectually enjoying the shop while he continued to sell his wares there. Subject to this observation, we think that the passage in the judgment in *Hellawell* v. *Eastwood* (6 Ex. 312) does state the true principles, though it may be questioned if they were in that case correctly applied to the facts. The court, in their judgment, determine what they have just declared to be a question of fact, thus: "The object and purpose of the annexation was not to improve the inheritance, but merely to render the machines steadier and more capable of convenient use as chattels." Mr. Field was justified in saying, as he did in his argument, that, as far as the facts are stated in the report, they are very like those in the present case, except that the tenant who put up the mules cannot have been supposed to have intended to improve the inheritance, if by that is meant his landlord's reversion, but only at most to improve the property whilst he continued tenant thereof;