

ANGLIN, J.:—In 1896 plaintiff's predecessor in title, Alice Howard, leased to defendants the western store in the building known as "Howard's Block." The lessor constructed in the interior of the leased premises a vault of brick and masonry. The lessees provided a metal lining for this vault, which was secured by bars sunk into the masonry of the vault. At the doorway of the vault to this metal lining, upright pivots or staples of metal were affixed, upon which it was intended to hang or suspend the vault door. This door, with an expensive combination lock, the whole costing \$500, was procured by the lessees, and hung upon the pivots or staples prepared for it. When open, its own weight and the support of the staples on which it hung, kept it in position. When closed and locked, it was held in place not only by the staples but also by the bolts, which the action of the lock drove into recesses in the masonry, or the metal casing prepared to receive them.

In 1890 defendants leased the corner or eastern shop of the block from Alice Howard for a term of 10 years from 1st April, 1890. The landlady constructed a new brick vault in this shop, and the tenants supplied the metal lining for it. The vault door was removed from the vault in the western shop, and hung upon the new vault in the corner shop, in the same manner as it had formerly been hung upon that in the western shop.

The lease of 1890 contains no reference to fixtures except in the covenant to leave the premises in good repair, etc. There is no evidence of any express agreement at any time between the lessor and the lessees about the ownership of the vault door; no evidence that anything whatever was said about it by one or the other of them. But there certainly was some understanding that the lessees should furnish this door.

On 10th November, 1899, the bank took a new lease of the corner premises for a further term of 5 years from 1st April, 1900, from James Dickenson, a grantee from Alice Howard. This lease contains the usual covenant by the lessee to leave the premises in good repair, etc., and a proviso "that the lessee may remove its fixtures," but makes no reference, by recital or otherwise, to the preceding lease of 1890, except in the description of the premises as "now occupied by the said lessee as a bank."

On 10th November, 1904, a further lease was taken by the bank, for a term of 18 months, to be computed from 1st