

and D.? These rights will appear from a perusal of the following three cases, which includes the recent case mentioned at the commencement of this article.

In *Hobson v. Gorringe* (75 L. T. Rep. 610; (1897) 1 Ch. 182) a gas engine was let out on hire under an agreement in writing, but not under seal. Under this agreement the hirer agrees to pay certain instalments, on the failure to pay any of which the owner was to be at liberty to repossess himself of the engine. It was further agreed that on the payment of the specified number of instalments the engine was to become the property of the hirer. The engine was affixed to the hirer's land, of which he was owner in fee simple, and he used it in his saw mill. On a plate on the engine a statement was inscribed to the effect that engine was the property of the owner. After some instalments had been paid, default was made in payment. A mortgage debt secured on the hirer's land was subsequently transferred by the hirer and his mortgagee to another person, who took a mortgage in fee simple of the land, saw mill, fixed machinery, and fixtures. On the hirer being adjudicated bankrupt, this mortgagee entered into possession of the mortgaged premises, including the engine. The owner of the engine then claimed the engine. The Court of Appeal (Lord Russell of Killowen and Lords Justices Lindley and A. L. Smith) held that the engine was a fixture—i.e., part of the soil—subject to the right in the owner of the engine, who had hired it out, to remove it; that that right of removal was not an easement in favour of such owner, the agreement not having been under seal; but that that right was not one which could be enforced at law or in equity against the mortgagee.

In *Re Samuel Allen and Sons, Limited* (1907) 1 Ch. 575, an agreement, somewhat similar to that entered into in the last-mentioned case, was entered into in respect of certain machinery. The hirers were a company holding certain leasehold premises to which the machinery was affixed. Subsequently the company executed a document declaring that the lease of the premises had been deposited with a bank, to whom the document was addressed, to secure the company's current account; and the company thereby agreed to execute a legal mortgage of the premises on demand. The bank had no knowledge of the hire-