

that the testator could not have disposed of paper affixed to the walls, nor, if he had used silk instead of paper for lining the walls, could he, in his Lordship's opinion, have removed the silk. So, if the testator had covered the walls with panelling, he could not have removed the panelling and have left the walls bare. If he caused them to be painted in fresco, he could not have removed the paintings, and if he had caused the panels to be painted he could not have removed the painting any more than if he had put in panels already painted and fixed them close to the wall. In all those cases those things must be considered to be fixtures not removable by the tenant for life. In a subsequent part of his judgment the learned judge said: "In all those cases the question is not whether the thing itself is easily removable, but whether it is essentially a part of the building itself from which it is proposed to remove it, as in the familiar instance of the grinding-stone of a flour mill, which is easily removable, but which is nevertheless a part of the mill itself and goes to the heir."

Sufficient has been said to show that in determining whether or not a chattel is a fixture properly so called—that is to say, a chattel so affixed to land or buildings that *primâ facie* it is part of the land, but nevertheless removable by the party fixing it or his assigns—a number of circumstances have to be considered. First, the method or degree of fixation or annexation; secondly, the nature of the land or premises to which the chattel is affixed; thirdly, the nature of the chattel; fourthly, the interest of the person fixing it; and, fifthly, the purposes for which it was fixed. These purposes must necessarily depend upon the intention of the person fixing the chattel, but that intention is to be discovered from the general circumstances subsisting at the time when the chattel is affixed.

The question of fixture or no fixture often arises in connection with so-called hire-purchase agreements. Thus A. delivers to B. a chattel on a hire-purchase agreement, and the chattel is annexed by A. or by B. to the land of C.—B. being in possession of that land for the time being. B's interests in the land terminate and the chattel remains fixed in C.'s land. C. then sells the land to D., and A., under the hire-purchase agreement, claims to recover the chattel. What are the respective rights of A., B., C.,