purpose of removal, may be disannexed during the term, where that can be done without sensible injury to the other erections, and where the removal is consistent with the known usages of the business.

(2.) In regard to the law of fixtures, between the heir and the executor, the construction has always been more strict in favor of the inheritance. In this relation it seems that nothing which was erected for the permanent use and advantage of the land, and which, at the time of its erection, was intended to remain permanently upon, or attached to, the soil, can ever be removed by the executor. And the same rule, substantially, obtains between grantor and grantee, or vendor or vendee; and equally between mortgagor and mortgagee.

(3.) The third case named by the judges and text-writers, as between the executor of the tenant for life and the remainder-man, will rest much upon the same ground as that between landlord and tenant. For the tenant for life should at least have the same right, which any other tenant has, to hold anything of a personal nature, temporarily affixed to the freehold, which was not designed by him to constitute a permanent fixture, and which could be removed without essential injury to the permanent structures upon the land.

3. But to return from a consideration of these different classes to the general question, it seems to be now reasonably well settled in the English courts, the matter having received a very thorough discussion in the House of Lords in a somewhat recent case: *Fisher* v. *Dixon*, 12 Cl. & Fin. 412. It was here held, that where the owner of the land in fee, for the purpose of better enjoyment of the land, erected upon and annexed to the freehold certain machinery, such as is in use in working coal and iron mines, the purpose for which this was erected, it will go to the heir as part of the real estate. And it was further held, that if the corpus of the machinery belongs to the heir, all that belongs to that machinery, although more or less capable of being detached from it, and of being used in such detached state, to a greater or less extent, must, nevertheless, be considered as belonging to the heir. And in a still later case, *Mather* v. *Fraser*, 2 Kay & Johns. 536, this question is carefully considered by Vice-Chancellor Wood, in regard to the machinery in use in a copper-roller manufacturer's works. It is here decided, that even in regard to manufactures, all articles fixed to the freehold, whether by screws, solder, or by any other permanent means, or by being let into the soil, partake of the nature of the soil, and will descend to the heir, or pass by conveyance of the land; that the rule of law by which fixtures are held less strictly, when erected for manufacturing purposes, has no application to fixtures erected by the owner of the land in fee; that machinery standing merely by its own weight does not become a fixture. But when part of a machine is a fixture, and another and essential part of it is moveable, the latter also shall be considered a fixture: *The Met. Co. Society* v. *Brown*, 26 Beav. 454.

4. There is no great uniformity in the decisions in the different American states. In some of the states almost all kinds of machines which are complete in themselves, and which are susceptible of use in one place as well as another, and which do not have to be fitted or accomodated to the building where used, and which are fixed to the building to give the machinery steadiness, are held to be personalty. Of this character are carding machines, looms, and other machinery used in manufacturing cloth. *Tobias* v. *Francis*, 3 Vt. Rep. 425; *Gale* v. *Ward*, 14 Mass, Rep. 352.* But there are many other American cases by which any kind of machine permanently attached to or erected in a building for manufacturing purposes has been treated as a fixture, and not removable, either by the vendor or mortgagor, or by the executor of the owner in fee. *Winslow* v. *Merchants' Ins. Co.*, 4 Met. 306, 314; *Richardson* v. *Copeland*, 6 Gray 536; *Baker* v. *Davis*, 19 N. H. R. 325; *Murdock* v. *Harris*, 20 Barb. 536; *Rice* v. *Adams*, 4 Harr. 322. There are, unquestionably, numerous cases, both English and American, where, as between landlord and tenant, the latter has been allowed to remove almost any kind of machinery, erected by himself with intention to remove the same. Although, under ordinary circumstances, the same kind of machinery, in the same situation, if placed there by the owner in fee, would have been regarded as constituting a permanent fixture. Thus it has been held, that an engine, put in a sawmill by the mortgagee in possession, who is but a trustee, did not thereby become a fixture: *Cope* v. *Romeyne*, 4 McLean 384. But it seems to have been held in an early case, that where the agent of the owner of a grist-mill placed his own mill-stone and mill-irons in the mill, they thus became the property of the owner of the mill, as part of the freehold, and could not be again separated therefrom, without the consent of the owner: *Goddard* v. *Bolster*, 6 Greenl. 427.

5. There are a considerable number of subjects, in regard to which the cases are by no means in agreement with each other. Thus, boilers and large kettles set in brick and mortar, and indispensible to the permanent use of the building and machinery with which they are connected, at least for present purposes,

*The same principle is strenuously maintained, with great learning and ingenuity, in the later cases in Vermont: *Hal* v. *Wentworth*, 28 Vt. R. 428; *Fullam* v. *Stearns*, 30 Vt. R. 443. But in Massachusetts the tendency seems to be somewhat more in the direction of the English cases: *Yale* v. *Seely*, 15 Vt. 24. See *Preston* v. *Briggs*, 16 Id. 124; *Leland Admr.* v. *Gassett*, 17 Id. 403; *Powers* v. *Dennison*, 86 Id. 752. A personal chattel becomes a fixture, so as to form part of the real estate, when it is so affixed to it as not to be removable without injury thereto; whether the annexation were for use, or for ornament, or from caprice: *Providence Gas Co.* v. *Thurber*, 2 R. I. 15.