

stuffed birds, attached to "T"-shaped iron brackets fixed to the wall, were "fixtures," and removable as such. While in *Norton v. Dashwood* (75 L. T. Rep. 205; (1896) 2 Ch. 497) Mr. Justice Chitty held that tapestry, which had, for at least a century, remained in a "tapestry room" designed and decorated with reference to such tapestry was part of the mansion-house.

It is important to distinguish cases where persons have acquired a right, by way of easement, to place and maintain some chattel in the land of another person. These are not in strictness cases of fixtures properly so called; but a reference to such cases ought to be made here in order that they may be distinguished in principle. In *Moody v. Steggles* (41 L. T. Rep. 25; 12 Ch. Div 261) the court upheld a claim to keep a signboard fixed in the wall of another person. In *Hoare v. Metropolitan Board of Works* (29 L. T. Rep. 804; L. Rep. 9 Q.B. 296) an easement was established in respect of a public-house entitling the owner to keep a signboard standing on the land of another, as was also the incidental right of entering that land to repair the sign-board whenever it fell into disrepair. In the two last-mentioned cases, it will be observed that the chattel was fixed, not by the person in rightful possession of the land in which it was fixed, but by some stranger. But in cases of fixtures, strictly so called, the annexation takes place by some party rightfully in possession of the premises, and the question of fixture or no fixture is one between him and the person entitled to the inheritance.

Another important indication of intention, especially with regard to chattels affixed to buildings, is the nature of the premises in which the chattel is fixed, and the relative suitability of the fixture to the premises. This was well illustrated by the case of *D'Eyncourt v. Gregory* (L. Rep. 3 Eq. 382). The question in that case was whether certain chattels, which had been affixed to a residence of which the testator was tenant for life, passed under a specific gift of chattels or remained part of the property of which the testator was tenant for life. Lord Romilly, then Master of the Rolls, held that tapestry which has been fixed to the walls by the testator was thereby made part of the house and therefore part of the inheritance, and so did not pass under the gift of chattels. It was clear, his Lordship said (at p. 395).