

Gurney, 36 U. C. R. 53, 57, 37 U. C. R. 347, 356. If then, as between the landlord and the tenants, this vault door, upon its being placed in position, became a fixture, though removable by the tenants during the term, it has become the property of the landlord, and its removal in February last by the tenants was unlawful.

But did the vault door ever become a fixture at all? As between the lessor and defendants there are some circumstances which seem to indicate an intention that it should remain a chattel and should not become a fixture. Are they sufficient to warrant a finding that there was a tacit understanding or implied agreement to that effect?

The fact that the landlord, though building the masonry of the vault at his own expense, was not required by the lessees to provide the metal lining and vault door is in itself significant. When it is remembered that this special and expensive door with combination lock, requisite for the business of a bank, would probably be unnecessary for the business of other future tenants of the premises and to some tenants might be a distinct drawback, that while of great value to the bank it might very slightly enhance the value of the freehold if retained after the premises had ceased to be used as a banking house, there would at first blush seem to be strong reasons for the belief that the parties intended that it should remain a chattel. But there is no evidence that the landlord may not have contemplated leasing these premises in the future to other tenants to whom a vault equipped with such a door would be an inducement, if not a necessity. Again, there is no evidence of the rental value of the premises, and it is impossible to say that the rent of defendants was not materially reduced because of the prospective acquisition by the landlord of this valuable vault door. Though rather indicative of an intention that the door should remain a chattel, the circumstances are not inconsistent with an intention that the door should become a fixture, removable it may be, but nevertheless a fixture, and do not, in my opinion, suffice to sustain an inference that, between Alice Howard and the Imperial Bank, there was an agreement or understanding that this door should retain the character of a chattel. Neither is there evidence of any custom that such doors, when placed by banks on rented premises, are deemed chattels as between them and their landlords. Such a custom, if its existence were satisfactorily shewn, and