Statute of Limitations was a good defence. In the course of his judgment, the learned judge lays down the following rule: A solicitor, in advancing money on a mortgage, may be employed (1) to invest in a particular mortgage; (2) to find securities to be approved by the client, and then invest the money; (3) to find securities, and invest the money, the client taking little or no part in the business; and, in an action for negligence, he holds that the Statute of Limitations would be a good defence in the first case, and also in the second case, if the client has approved of the mortgage; but in the third case, we gather from his judgment, though he does not say so, he becomes a *quasi* trustee, and the statute is no defence.

APPARENT FIXTURES.

IT IS not the chattel mortgage that preserves the original character of the property. It is the intention of the parties. Such mortgage is very cogent evidence of such intention, for no one would mortgage as personalty what was not intended to remain personalty. If the intention then dates back of the annexation, the fact that the mortgage upon the chattel was not executed till afterward cannot affect the question. But if the chattel has once become a fixture, and as such a part of the realty, then no subsequent agreement or intention can affect its character. It is on this ground that the decision in *Trull* v. *Fuller*, 28 Me. 545, can be reconciled with the majority of the cases. The chattel mortgage in this case was upon property already attached to the realty. Of course, such a mortgage could not convert into personal property what had once been real estate. A purchaser without notice at an execution sale of the real property was held to be the owner of the property sought to be affected by the chattel mortgage in a suit brought by the chattel mortgagee to recover the value of such property in trover. The best considered cases hold that a purchase of the realty for value without notice, either actual or constructive, takes title to whatever appears to be a fixture, provided, of course, it was attached to the realty with the knowledge of the person claiming it, or to have a lien upon it. All the decisions heretofore cited, except those from New York and Maine, recognize this rule as sound. In addition, the following cases cited are to the same effect: *Ridgeway Stove Co.* v. *Way*, 141 Mass. 557; S. C. 6 N. E. Rep. 714; *Davenport* v. *Shants*, 43 Vt. 546; *Southbridge Sav. Bank* v. *Exeter Machine Works*, 127 Mass. 542; *Hunt* v. *Bay State Iron Co.*, 97 id. 279; *Thompson* v. *Vinton*, 121 id. 139; *Pierce* v. *George*, 108 id. 88; *Rowand* v. *Anderson* (Kan.), 6 Pac. Rep. 255; *Pierce* v. *Emery*, 32 N. H. 484; *Haven* v. *Emery*, 33 id. 66. See *Strickland* v. *Parker*, 54 Me. 263. These cases all recognize that notice would preclude the purchaser or mortgagee from claiming the chattel as a fixture.

In *Pierce* v. *George* the court practically decided that the recording of the chattel mortgage was not notice. The question was not discussed, but the plain-