THE REMOVAL OF FIXTURES.

An important point as regards the law of fixtures was recently decided by the Court of Appeal in the case of *Re Morrison, Jones and Taylor Limited; Cookes* v. *Morrison, Jones and Taylor Limited* (109 L T. Rep. 722; (1914) 1 Ch. 50). The question raised was one as to rights under a hire-purchase agreement entered into with regard to a certain machinery installation erected on certain premises. The court sanctioned the removal of the fixture under circumstances and for reasons which will be stated below.

The general law of fixtures is of a comparatively modern growth. Even the term "fixture" as a legal term is, as was pointed out by Baron Parke in *Sheen* v. *Rickie* (1839, 4 M. & W. 175, at p. 183), a very modern one. It is not to be found, as Lord Campbell pointed out in *Wiltsheare* v. *Cottrell* (1853, 1 E. &. B 674, at p. 682), in that classical dictionary of legal terms known as Terms de la Ley. The steady trend in the development of the law has been to extend the category of fixtures, and this has been further effected by numerous modern statutory enactments.

The term "fixture" is a somewhat misleading one. Probably the best definition of the term which can be given is, that a fixture is a chattel, so fixed to the soil that it would become part of the inheritance under the old legal principle embodied in the ancient maxim Quicquid plantatur solo, solo cedit, were it not for some special reason. This, no doubt, is the strict meaning of the word. But, unfortunately, a great deal of very unnecessary confusion has been introduced into the subject by the slovenly misuse of terms. Thus it is usual to speak of tenant's fixtures and landlord's fixtures; and these expressions are generally used in contradistinction. Such a use of terms would, no doubt, be correct if some chattel were referred to as a fixture, and the contradistinction indicated was intended to distinguish the right of the inheritance owner as against the landlord, on the other hand, and the right of the landlord as against his tenant on the other. In other words, the use of the terms would be correct if it were a question whether the particular chattel was owned by the landlord as against his reversioner, or by the tenant as against his landlord. But the