

HARRELL *v.* TAYLOR.

Opinion delivered July 6, 1914.

FIXTURES—SALE OF LAND—UNATTACHED CHATTELS.—Appellee sold land to appellant; *held*, fence posts brought by appellee onto the land from another place, and never fixed in the ground, and a sprayer and harrow on the land were not fixtures, and did not pass to the purchaser with a sale of the land.

Appeal from Crawford Chancery Court; *William A. Falconer*, Chancellor; affirmed.

J. E. London, for appellants.

C. A. Starbird, for appellee.

HART, J. Appellee instituted this action against appellants to recover an amount due for the purchase price of a tract of land in Crawford County and to foreclose a vendor's lien therefor. A decree was entered by the chancellor in favor of appellee, and, to reverse that decree, this appeal is prosecuted.

The facts are as follows:

Appellee entered into a written contract with the appellants whereby he sold them a tract of land for \$1,500. In accordance with the contract, he executed to the appellants a deed and delivered to them possession of the premises. Appellants refused to pay all of the purchase money, and claim they are entitled to a deduction of fifty dollars for certain property on the place when they purchased it which was used or destroyed by

appellee. The property in question consisted of an orchard sprayer and harrow which appellee took away from the premises and some fence posts which he burned up. The fence posts had been brought by appellee from another place to the one in question and had never been fixed in the ground. The sprayer and harrow were used by him in his orchard when he thought necessary. None of these articles were fixtures and did not pass by a sale of the land by appellee to appellants. Therefore, he had a right to remove them from the premises or to do anything else he pleased with them.

The decree will be affirmed.
