

Feathers fly on troubled waters: *Royal Parks Ltd v Bluebird Boats Ltd* [2021] and the fixture/chattel distinction

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Introduction

In *Bluebird Boats Ltd*,¹ the High Court was called upon to navigate the well-worn and long-established if not always easily-negotiable dividing line between fixtures and chattels – on this occasion in relation to a boathouse on the Serpentine Lake, Hyde Park, London.² The case serves as a contemporary illustration of some of the key principles at play that sit at the heart of the fixture/chattel divide and offers a timely confirmation of the court's approach to these issues. Familiar to students and practitioners alike, the crucial fixture/chattel distinction determines whether an item on land is to be regarded as 'part of the land' and thus, for example, passes on sale or transfer³ or remains a chattel; an item of personal property that is not regarded as constituting part of the realty. This, we are told, springs from the Latin maxim *quicquid plantatur solo, solo cedit* – 'whatever is attached to the soil becomes part of it.' *Woodfall on Landlord and Tenant* explain that there is a three-part categorisation of items on land as follows:

*'An object that is brought onto land may be classified under one of the broad heads. It may be (a) a chattel; (b) a fixture; or (c) part and parcel of the land itself. Objects in categories (b) and (c) are treated as being part of the land.'*⁴

This third category of 'part and parcel of the land' was affirmed by the House of Lords in *Elitestone v Morris* (1997).⁵ Items classified as either fixtures or 'part and parcel of the land' (i.e. falling into categories (b) and (c)) are regarded as having become part of the realty; items classed as chattels (in category (a)) remain personal property. Although seemingly straightforward to state, the 'test' for determining in law whether an item amounts to a chattel, a fixture or 'part and parcel of the land' as classically enunciated by Blackburn J in *Holland v Hodgson* (1872) and confirmed by the House of Lords in *Elitestone Ltd v Morris* (1997) proves rather thornier and less clear-cut when put into action in decided case law. As Lord Lloyd explained in *Elitestone*:

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¹ *Royal Parks Ltd v Bluebird Boats Ltd* [2021] EWHC 2278 (TCC).

² There was, additionally, an estoppel argument which we explore only briefly in this article as the fixture/chattels issue is our principal focus.

³ Under s62 of the Law of Property act 1925.

⁴ *Woodfall on Landlord and Tenant* (Vol. 1) at [13.131].

⁵ *Elitestone Ltd v Morris* [1997] 1 W.L.R. 687 on which see H. Conway, 'Case comment on *Elitestone v Morris*' (1998) Conv. 418; S. Bridge, 'Part and Parcel: Fixtures in the House of Lords' (1997) 56 CLJ 498.

*'The answer to the [fixture/chattel] question, as Blackburn J pointed out in Holland v Hodgson ... depends on the circumstances of each case, but mainly on two factors, the degree of annexation to the land, and the object [purpose] of the annexation.'*⁶

While the courts are therefore directed to explore both the 'degree of annexation' of the item and the 'purpose' or 'object of annexation' of that item, we are told the purpose or object test, today, is more persuasive given advancements in technology rendering the precise means by which an item is affixed to the land being less determinative.⁷ Despite the apparent simplicity of this bifurcated test, many of the decisions reached by the courts, as authors in this journal have explored, can seem inconsistent, incoherent and possibly even irrational.⁸ The cases coming before the courts have led to close analysis by judges of, at times, colourful and beguiling factual matrices from stuffed birds in glass display boxes,⁹ paintings set into oak panelling, marble statues of Greek athletes on plinths¹⁰ to sculptures by Henry Moore¹¹ and wooden bungalows resting by their own weight.¹² Taken together, the law in this area is both vibrant and important yet can appear unprincipled. The recent decision of *Bluebird Boats* does not offer a radical change in approach but provides a further insight into how the courts traverse this sometimes tricky terrain.

The essential facts

The case concerned ownership of a boathouse and jetties (together referred to in the judgment and here as 'the Boathouse') situated on the north west side of Serpentine Lake, Hyde Park, London – a famous and popular location for rowing and pedal boating.¹³ The freehold to the land is owned by the Crown. The claimant, Royal Parks Ltd (hereafter 'Royal Parks'), is a charity which was incorporated in 2016 to assume the function of management of Hyde Park at the instigation of the Secretary of State for Digital, Media and Sport. Importantly, for present purposes, from 1998, the defendant, Bluebird Boats Ltd (hereafter 'Bluebird Boats'), had been granted a concession to operate boating services on Serpentine Lake from an old boathouse and jetties located at the lakeside. In 2002, Royal Parks decided to re-tender the concession and Bluebird Boats was successful in the tender process. By contract dated December 2004, Bluebird Boats agreed to continue providing boating services on the lake as well as committing to replace the old boathouse with a newly-constructed boathouse and renovating the existing jetties altogether at a cost to it of over £500,000. A further agreement in March 2019 extended the duration of the contract to November 2020 but thereafter the contract expired. Bluebird Boats sought to renew the concession beyond

⁶ *Elitestone* at 692.

⁷ As noted by Scarman LJ in *Berkley v Poulett* [1977] 1 E.G.L.R. 86 at [13].

⁸ See for example, Michael Haley, 'The law of fixtures: an unprincipled metamorphosis? Conv. 1998, Mar/Apr, 137-144 who critiques the distinctions drawn in the case of *TSB v Botham* (1996) as to a range of household items.

⁹ *Viscount Hill v Bullock* [1897] 2 Ch. 482.

¹⁰ *Berkley v Poulett* [1977] 1 E.G.L.R. 86.

¹¹ *Tower Hamlets LBC v Bromley LBC* [2015] EWHC 1954 (Ch).

¹² *Elitestone*.

¹³ If you are not familiar with Serpentine Lake, be sure to search for it on the internet to get a sense of the land. It really does bring the issues to life.

November 2020 but Royal Parks refused. In response, Bluebird Boats issued a claim for judicial review insisting that Royal Parks reconsider its decision. An interim contract was agreed allowing Bluebird Boats to continue boating on the lake until October 2021 while the outcome of legal proceedings was awaited. In a separate action (and our focus in this article), Royal Parks sought declaratory orders from the court that it owned the Boathouse; that Bluebird Boats Ltd be restrained from trading on the lake and that Bluebird Boats be precluded from removal of the Boathouse from Hyde Park. Royal Parks argued that the Crown (or itself) owned the Boathouse, that Bluebird Boats did not own the structure as it had become ‘part and parcel’ of the Crown-owned land. On this basis, it was submitted that Bluebird Boats had no right to remove the structures (or as much of it as was capable of removal) at the expiration of the boating concession. Bluebird Boats argued that the Boathouse had been a substantial capital investment, was intended to be removeable when the concession expired, and crucially, that it was a chattel and did not form part of the realty and, as a result, that Bluebird enjoyed ownership of the structure. Alternatively, it was submitted that Royal Parks be estopped from denying Bluebird Boats’ ownership.

The key legal issues before the High Court

The High Court was called upon to consider a number of key legal issues as to the construction and extent of the Boathouse many of which involved highly technical and expert evidence as to the method of construction of the structure¹⁴ and a close reading of the contracts entered between the parties.¹⁵ For our present purposes, however, three central issues required the court’s determination:

- Issue 1: Did the Boathouse comprise the superstructure (i.e. the building) alone or did it comprise both the superstructure and substructure which included a reinforced concrete slab flooring on which the superstructure sat?
- Issue 2: Had the Boathouse become ‘part and parcel of the land’ and therefore formed part of Hyde Park belonging to the Crown or was it a chattel? What was the degree of annexation and what was the purpose of its design and erection?
- Issue 3: Were Royal Parks to be estopped from denying the Bluebird Boats’ ownership of the Boathouse? Were the essential elements of estoppel made out on the facts?

The judgment

The judgment of the High Court was delivered by Mrs Justice O’Farrell DBE in May 2021.

Issue 1: The extent of the Boathouse

As to the construction of the structures in question, both parties’ instructed experts agreed that the Boathouse was a single-storey purpose-built structure constructed atop a concrete platform or slab (itself with permanent foundations driven into the ground) projecting from the pavement of the northern side of the lake.¹⁶ The Boathouse comprised a steel frame of

¹⁴ *Bluebird Boats* at [56]-[61]

¹⁵ *Bluebird Boats* at [34]-[53]

¹⁶ *Bluebird Boats* at [55]-[56]

columns and trusses bolted together onsite and secured into the concrete floor slab using anchor bolts and threaded rods. The roof was constructed from insulated deck panels and the walls of factory-made, insulated timber panels. The jetties were secured to the lake bed using steel piling. Where the experts disagreed was as to whether the concrete slab itself formed part of the Boathouse. The view of Mr Ellingworth, the expert appearing for Royal Parks, was that the reinforced concrete flooring was essential to the construction of the Boathouse and formed an integral part of the structure.¹⁷ Mr Ford, as expert for Bluebird Boats Ltd, took a different view;¹⁸ namely that it did not form part of the structure because, although permanent, just like the jetties and other parts of the building above slab level, the flooring could be removed and re-used elsewhere. Adjudicating the issue, O'Farrell J, held that the Boathouse comprised both the superstructure and the substructure of the building.¹⁹ The concrete slab was necessary support for the superstructure and the attachment of the two created a permanent connection capable of rupture only by severing the fixings. The original drawings and designs from the architect indicated this was to be an integrated and permanent structure for Hyde Park. There was no suggestion in any of the documents that the design of the concrete slab was intended to accommodate a number of different superstructure buildings. The method of construction adopted, materials used and the extent to which it has been anchored to the land indicated that the substructure and superstructure elements of the Boathouse were built to be permanent and immobile, said O'Farrell J.²⁰

Issue 2: Had the Boathouse become 'part and parcel' of the land and were the jetties fixtures?

Royal Parks argued that the Boathouse had become 'part and parcel' of the land. Emphasising the permanent nature of the attachment of the Boathouse to the concrete slab by use of a series of structural beams and steels, it was suggested that the only way the Boathouse would be removed was by breaking it up into its component parts and involving a high degree of destruction.²¹ Experts agreed this dismantlement would take up to a month to complete and involve substantial parts of the fabric of the building being destroyed. This, said counsel for Royal Parks, was evidence that the Boathouse designed specifically for Hyde Park as a permanent and not a temporary structure as part of a long-standing ambition (and investment) of lasting improvement of the land.²² Conversely, counsel for Bluebird Boats argued that the structure was designed and installed in such a way so that it was capable of disassembly, removal and re-construction elsewhere. This was, it was submitted, consistent with the contract between the parties which did not define the Boathouse as becoming part of the land.²³ It was contended that, just because a structure is affixed to the ground does not make it a fixture or part of the land. The principal function of the construction of the Boathouse was to serve the defendant's boating business and not to create a permanent enhancement of Hyde Park and The Serpentine lake.²⁴

¹⁷ *Bluebird Boats* at [57]-[58].

¹⁸ *Bluebird Boats* at [59]-[60].

¹⁹ *Bluebird Boats* at [62].

²⁰ *Ibid.*

²¹ *Bluebird Boats* at [63].

²² *Bluebird Boats* at [64].

²³ *Bluebird Boats* at [65].

²⁴ *Bluebird Boats* at [66].

In determining the issue, O'Farrell J offered a helpful summary of the legal principles governing the fixture/chattel distinction; drawing on *Woodfall on Landlord and Tenant* as well as decided case law to illuminate this area.²⁵ Affirming the two 'key factors' at play in navigating the fixture chattel divide, O'Farrell J confirmed the need to explore both the degree and purpose of annexation as per Blackburn J in *Holland v Hodgson* and underscored the view of the House of Lords in *Elitestone* of the growing significance and weight to be attached to the purpose of the annexation. Emphasising the words of Lord Browne-Wilkinson in *Melluish (Inspector of Taxes) v BMI (No.3) Ltd* (1996),²⁶ the objective nature of the enquiry as to the legal status of items on land was restated and the point was re-made that the terms of any contract, or other agreements between the parties, do not affect the determination as to whether, in law, the object in question has become part of the land.²⁷ The central role of intention in determining the status of an item was interrogated and, citing Lord Clyde in *Elitestone*, O'Farrell focused on the House of Lords' direction in *Elitestone* that:

'It is the purpose which the object is serving which has to be regarded, not the purpose of the person who put it there. The question is whether the object is designed for the use or enjoyment of the land or for the more complete or convenient use or enjoyment of the thing itself.'²⁸

The cases of *Webb v Frank Bevis* (1940)²⁹ and *Wessex Reserve Forces and Cadets Association v White* (2006)³⁰ were singled out for particular attention as having facts similar or otherwise relevant to the instant case. In *Webb*, the Court of Appeal held that a shed sat atop a concrete base was not to be considered as forming a single unit; that the shed was removable and 'to a very large extent' temporary in nature. In contrast, *Wessex Reserve Forces and Cadets Association*, the court held that an assembly hall comprising a sectional, pre-cast building resting on a concrete slab had become part of the land. A significant factor influencing the court's decision was that, while the unit could be dismantled and re-assembled in another location, this exercise would be labour intensive and a large number of components would require replacement.³¹

Drawing together the authorities governing the fixture/chattel divide, O'Farrell J summarised the law as follows:

'The applicable principles derived from the above authorities for the purpose of this case are:

i) The structure will be treated as being part of the land if: (a) the degree of annexation is such that the structure is permanently fixed to the land and can only be removed by a process of

²⁵ *Bluebird Boats* at [67] – [77]

²⁶ *Melluish (Inspector of Taxes) v BMI (No.3) Ltd* [1996] AC 454 per Lord Browne-Wilkinson at 473.

²⁷ *Bluebird Boats* at [72].

²⁸ *Elitestone* at 698 per Lord Clyde.

²⁹ *Webb v Frank Bevis Ltd* [1940] 1 All ER 247.

³⁰ *Wessex Reserve Forces and Cadets Association v White* [2005] EWHC 983 (QB).

³¹ *Bluebird Boats* at [76].

demolition; and (b) the purpose of such annexation must be that it should form part of the land.

ii) *The structure will be treated as a chattel if it sits on the land but is otherwise unattached, unless there is objective evidence that it was intended to form part of the land.*

iii) *Where the structure is annexed to the land but potentially removable, it will be treated as being part of the land if the purpose for which it was annexed was the permanent and substantial improvement of the land; but it will be treated as a chattel if the purpose for which it was annexed was temporary or for the more complete enjoyment and use of it as a chattel.*

iv) *The test as to the degree and purpose of such annexation is an objective one; it is not determined by the subjective intention of the parties or any contractual arrangements between them.'*

All that remained was for the identified principles to be deployed to the facts of Bluebird Boats and the Boathouse itself. In so doing, O'Farrell J again focused on the expert evidence as to the ease with which the structure could be disassembled and the possibility of re-assembly elsewhere. It was noted that certain elements of the structure were capable of being re-used again in a new location including the structural frame, the timber cladding panels and the windows and doors. In contrast, it was agreed that the concrete slab flooring, foundations and underfloor heating system could not be removed. It was accepted that between 75% and 90% of the timber cladding could be reused. The experts also agreed that disassembly works could be carried out over a four-week period and would be 'of medium complexity' but would require experienced contractors. Addressing the issue directly, the court held that the Boathouse did form 'part of the land' of Hyde park for five reasons: first, having determined that the Boathouse comprised both the superstructure and the sub-structure of the concrete slab as a single unit, the degree of annexation was such that the structure was permanently fixed to the land. The concrete slab could only be removed through demolition.³² Secondly, removal of the Boathouse would involve substantial destruction of its components. Re-use of its constituent parts would involve salvaging parts rather than mere reinstatement of the whole structure. It would not be a simple dismantlement and re-assembly exercise and would require 'very significant additional works and components' such as new foundations, floors, a roof and internal layout. In short, this would signify a new construction albeit using reclaimed materials.³³ Thirdly, as to the purpose of annexation, the court concluded that the Boathouse was constructed as a permanent, substantial improvement of the land. It was clear from the application for planning permission prior to the Boathouse's construction, that it was to enhance and improve the services for Bluebird Boats, its customers and all users of Hyde Park. The documents demonstrated the intention was '... to replace the existing Boathouse with a very high quality, elegant addition to both Hyde Park and the Serpentine. The new building will respect and enhance its setting whilst providing improved functions and services for Bluebird Boats, its customers and all users of the Park.'³⁴ Fourthly, the court reiterated that any subjective intentions on the part of Bluebird Boats in procuring a design and construction of a building that would be easily dismantled and removed could not be relevant to the objective, legal question of the status of the structure. There was nothing in the documentation that could be the basis of objective

³² *Bluebird Boats* at [83].

³³ *Bluebird Boats* at [84].

³⁴ *Bluebird Boats* at [85].

evidence that a temporary structure was intended.³⁵ Finally, the court's conclusion that the Boathouse was 'part of the land' was supported by an objective reading of the contractual documents between the parties which made plain that the capital investment in a new Boathouse was part of a larger improvement to the land.³⁶

In summary, the court held that by reason of the mode and extent of annexation of the building to the land and the purpose of its design and construction as a permanent enhancement and improvement to the land, the Boathouse did become part of the land and, consequently, was held to be owned by the Crown and not by Bluebird Boats.

Issue 3: The estoppel claim

Could Royal Parks, in the alternative, be estopped from denying Bluebird Boats' ownership of the structure (or at least those parts that could be removed)? Bluebird Boats argued that, urged on and encouraged by Royal Parks, it had spent considerable sums of money to its detriment in designing and constructing the Boathouse and it did this only because it believed it would enjoy ownership of the Boathouse.³⁷ The court, in assessing the estoppel aspect of the case, noted the need to interrogate whether Royal Parks had induced Bluebird Boats to act as it did, whether there was evidence of detrimental reliance, whether this reliance was regarded as reasonable and, in the event, whether it would be unconscionable for Royal Parks to deny Bluebird's ownership and removal of the Boathouse. The court began by briefly identifying the established principles governing the law of proprietary estoppel. Dealing surprisingly swiftly with the estoppel aspect, the court rejected the claim. There was, held O'Farrell J, no evidence of any express or implied encouragement by Royal Parks of Bluebird Boats (or discussions of any such nature) such that an expectation was raised that Bluebird Boats would enjoy ownership of the Boathouse once constructed. Silence on the part of Royal Parks could not give rise to estoppel in this case as there was no evidence that any mistaken belief on the part of Bluebird Boats as to ownership of the Boathouse was communicated to Royal Parks.³⁸ Moreover, detrimental reliance had not been established and any reliance on an apparent (silent) inducement from Royal Parks was, in any event, unreasonable. In the absence of any express statement from Royal Parks indicating that the Boathouse would be transferred to Bluebird Boats, it was not reasonable for Bluebird Boats to assume, or believe that it would own the structure. Consequently, it would not be unconscionable for Royal Parks to rely on their rights of ownership and occupation and the estoppel claim must fail.³⁹

Taken together, and for the reasons set out above, the High Court concluded that the Boathouse did form 'part of the land' of Hyde Park and was owned by the Crown; that Bluebird Boats was precluded from dismantling or removing it (or parts of it) from the land and Royal Parks was not estopped from asserting Crown ownership of the structure.

Discussion

³⁵ *Bluebird Boats* at [86].

³⁶ *Bluebird Boats* at [87].

³⁷ *Bluebird Boats* at [95], [110].

³⁸ *Bluebird Boats* at [110]-[112].

³⁹ *Bluebird Boats* at [113]-[114].

What, then, are we to make of the decision in *Bluebird Boats*? While the decision of *Bluebird Boats* may not ruffle many feathers of the fixture/chattel distinction, nevertheless, it certainly does serve as a timely confirmation of the key principles that govern this area and, moreover, offers a contemporary application of the *Holland* and *Elitestone* principles to a somewhat novel factual context; namely Crown-owned land and a large purpose-built structure resting on concrete foundations. The ultimate decision that the Boathouse was ‘part and parcel’ of the land may be unsurprising to some especially given the size and nature of the construction of the building. However, there are aspects of the judgment that are noteworthy. First, it is instructive that the court placed such reliance on the technical, specialist and expert evidence solicited by counsel on both sides (some of which but not all was agreed between the parties). In particular, the court looked closely at evidence of how the building was designed, constructed and constituted in analysing the degree of annexation. It is clear that this type of evidence is increasingly seen as determinative or, at least, highly persuasive to the court when adjudicating matters pertaining to the fixture/chattel divide. The judgment of the House of Lords in *Elitestone* and its direction to consider matters such as how easily a structure might be removed, if removal would involve or necessitate demolition or cause damage and whether specialist contractors would be required, has re-focused in a significant sense the test of degree of annexation and re-orientated it, one might say, towards close, technical questions of a quasi-engineering nature in informing the court’s decision-making. In this way, advancements in technology and construction have, perversely, had the opposite effect to that which Scarman LJ envisaged when asserting in *Berkley v Poulett* that, ‘Today so great are the technical skills of affixing and removing objects to land or buildings that the second [purpose] test is more likely than the first [degree test] to be decisive.’⁴⁰ Instead, cases such as *Bluebird Boats* remind us that the degree of annexation test is very much alive and well. The court dedicated considerable time to examining the possibility, circumstances and timeframe in which the Boathouse could be disassembled, removed and re-installed in another location. The means by which it was erected and the expertise needed to remove the structure were central, therefore, to the court’s assessment of the legal status of the structure. This trend towards recognising the enduring and significant role of the degree of annexation test is reflected in a line of recent cases adopting a similar approach including *Tower Hamlets LBC v Bromley LBC* (2015)⁴¹ and *Gilpin v Legg* (2017). As *Bluebird Boats* attests, it would, then, be a mistake to overstate Scarman LJ’s dictum in *Berkley* and equally an error to underestimate the continued importance of the mode or degree of annexation in determining the fixture/chattel question.

Secondly, the decision in *Bluebird Boats* is notable for its discussion of the purpose of annexation test. While the case may not re-shape the test in any radical sense, O’Farrell J’s judgment is important in underscoring and re-emphasising the objective nature of the purpose test and in exposing how ‘intention’ is to be analysed and engaged in a fixtures/chattel dispute. The debate as to the role of intention remains a thorny and, in part, an unresolved one. Intention as a relevant factor to be considered first appeared in Blackburn J’s judgment in *Holland* and has been somewhat controversial ever since. It has even been suggested that Blackburn’s invocation of intention rests on shaky jurisprudential

⁴⁰ *Berkley* at [13].

⁴¹ On which see M. Iljadica, ‘Is a sculpture “land”?’ (2016) Conv. 242

foundations.⁴² In elucidating the two ‘tests’ for determining the fixture/chattel distinction, Blackburn J explained that, ‘if the intention is apparent to make the articles part of the land, they do become part of the land.’⁴³ Lord Clyde in *Elitestone* recognised the confusion that Blackburn J’s introduction of intention may cause in explaining, ‘Indeed it may be that the use of the word intention is misleading. It is the purpose which the object is serving which has to be regarded, not the purpose of the person who put it there.’⁴⁴ Reiteration and affirmation in *Bluebird Boats* of Lord Clyde’s narrow interpretation of intention is helpful if, for nothing else, than as a clarification as to how intention is to be engaged. Subjective intention is not and should not be determinative of the legal status of items on land however strongly felt or apparent the parties’ subjective intentions may be. Indeed, as O’Farrell J confirmed, the correct approach is to determine the objective ‘intention’ and purpose behind the attachment or placement of the structure on the land as deciphered from the available evidence. In *Bluebird Boats*, this meant a close reading of the contractual documentation from which the court deduced objectively that construction of the Boathouse was intended as a permanent, substantial improvement to Hyde Park as demonstrated by the terms of the planning application and not, as counsel for Bluebird Boats submitted, intended as a temporary structure that could be easily dismantled and removed. In this sense, the judgment supports Lord Clyde’s indication that the term ‘intention’ may be unhelpful and even misleading in so far as the search for ‘intention’ perhaps erroneously suggests an inquiry into the minds of the parties is justified. No, rather, an objective assessment of the purpose or object that the item or structure is serving on the land is what is required and not a broader intention-based assessment. It may be that we begin to see the courts move away from the language of intention in future judgments on this basis.

Thirdly, *Bluebird Boats* is noteworthy for the warning it sends to parties (especially those in commercial or business contexts where large sums of money are involved) that it is vital that contractual agreements are drafted in the clearest terms, read and understood fulsomely from the outset. The court in *Bluebird Boats* relied heavily on the terms of the contractual agreements between the parties as well as the documentation supporting the planning permission for construction of the Boathouse in its objective assessment of the status of the structure and of the purpose of annexation in particular. As this case reminds us, as a general principle, the courts will be slow to depart from the express terms of such agreements and documents and will not permit claims (whether based on issues of fixture/chattel status or founded on proprietary estoppel) to contradict the otherwise plain and negotiated language contained in these agreements. If, as Bluebird Boats argued, it truthfully believed from the outset that it would enjoy ownership of the Boathouse, this ought to have been committed to writing to avoid having to chance its luck on the wings of the vagaries of the law of fixtures and chattel and on the inherent flexibility and unpredictability of the doctrine of estoppel.

⁴² See P. Luther, ‘Fixtures and Chattels: A Question of More or Less ...’ 24(4) OJLS, 615-617.

⁴³ *Holland* at 334.

⁴⁴ *Elitestone* at 698 per Lord Clyde.

The law of fixtures and chattels has long been recognised as ‘complex and confusing’,⁴⁵ ‘elusive’,⁴⁶ ‘neither uniform nor consistent’⁴⁷ and lacking ‘coherence and clarity.’⁴⁸ In so far as the judgment in *Bluebird Boats* provides a further illustration of the court’s determination of the fixture/chattel distinction to supplement our existing back catalogue of decided cases, it is a welcome addition and serves as a useful guide alerting students and practitioners advising clients to the issues that one must have in mind when navigating the sometimes troubled waters of the fixture/chattel divide.

⁴⁵ P. Luther, ‘Fixtures and Chattels: A Question of More or Less ...’ 24(4) OJLS, 597.

⁴⁶ Gray and Gray, *Elements of Land Law* (Oxford: OUP, 3rd Edn, 2000) at 45.

⁴⁷ *Ibid.*

⁴⁸ M. Haley, ‘The Law of Fixtures: An unprincipled metamorphosis?’ [1998] Conv. 137 commenting on the decision in *Botham and others v TSB Bank plc* [1997] 73 P & CR D1.