sentatives of—those claiming under—one of the former trustees, Re Bowden, Andrew v. Cooper, 45 Ch. D. 447, is a clear decision that, upon the facts set forth, sec. 32, sub-sec. 1 (b), of the Trustee Act operates as a bar to the demand and a defence to the action. The application of sub-sec. 1 (b) is left untouched by the decision of the Court of Appeal in How v. Earl Winterton, [1896] 2 Ch. 626. The case is not brought within any of the exceptions in sub-sec. 1, and the result is, that, although the beneficiaries under the will whose interests become interests in possession on the death of Mrs. Gardner, the tenant for life, may not be barred, an action at the suit of the trustees, whose duties came to an end at her death, is barred. Re Cross, Harston v. Tenison, 20 Ch. D. 109, distinguished. Lewin on Trusts, 10th ed., pp. 1084, 1085, 1086, and Re Swain, [1891] 2 Ch. 233, referred to.

During Marietta Gardner's lifetime two of the farms belonging to the estate were demised by her for five years and six months, "provided the lessor, who is tenant for life, shall so long live." The lessees covenanted to cultivate in a husbandlike manner, and to "spread, use, and employ in a proper husbandlike manner all the straw and manure which shall grow, arise, renew, or be made thereupon, and will not remove or permit to be removed from the premises any straw of any kind, manure, wood, or stone, and will carefully stack the straw in the last year of the said term, turn all the manure therein into a pile so that it may thoroughly heat and not so as to kill and destroy any foul seeds which may be therein, and will thereafter and not before spread the same on the land." The demises came to an end on Marietta Gardner's death, and her executors, the defendants, counterclaimed for the value of the straw and manure on the demised premises. . . . In my opinion, defendants are not entitled to this property as emblements, their testatrix not having been the actual occupier or cultivator of the lands on which it was produced: Woodfall, 15th ed., 790, 793; Williams on Executors, 9th ed., 623; Wharton's Law Lexicon, 265; Black's Law Dictionary, 656; Bradley v. Bradley, 56 Conn. 374. But for the lessee's covenants they would have been entitled to the straw as an emblement, and also to the manure, which had been collected and piled into heaps. The covenants, however, preclude the lessee from making any claim. The covenant may be construed or held to operate as a reservation of the straw and manure to the lessor: Heald v. Builders Ins. Co., 111 Mass. 38: to be expended and dealt with in the stipulated manner. The lessees' right or power and obligation so to expend it came to an end with the death