therefor properly fell on the general estate. And they moreover expressed the opinion that even if the covenant did run with the reversion it was not a charge thereon, and as between the general estate and specific devisee, even in that view, the former was primarily liable for the payment of the damages, as the covenant was a liability incurred not as incident to the relation of landlord and tenant, but as preparatory thereto. The following passage at p. 371 gives the rationale of the judgment. "It would seem that the nature of the obligation in each particular case must determine the question. If it is in its nature incident to the relation of landlord and tenant, it would only be fair that the burthen should be borne by the devisee as between him and the testator's estate, falling on him as landlord, whether the agreement bears a seal or not. . . . On the other hand, if the covenant is not in its nature incident to the relation of landlord and tenant—if the thing to be done is something preparatory to the complete establishment of that relation, it would seem to be fair and in accordance with the probable wishes of the testator, that the burthen of the covenant unperformed by him in his lifetime should be borne by his estate rather than his specific devisees. In the present case the object of the covenant was to insure the premises being put in a condition fit for the occupation of the tenant, under the lease. "Such a covenant is intended to be performed forthwith, not to remain attendant on the lease during its currency. In its nature it seems very different from a covenant by the landlord to keep buildings on the demised land in repair, or to pay for unexhausted improvements at the end of the lease."