the lessee's covenant, these were to be kept and utilised on and for the land; and, according to the authorities, they were not the property of or removable by the tenant. So that the neat point is, whether this straw and manure passed to the reversioner with the land freed from the demise, or did they pass to the executors of the lessor? The judgment in appeal decides in favour of the plaintiffs, the executors, grounded on the decision of Osler, J.A., to that effect in a like case reported in Gardner v. Perry, 2 O.W.R. 683. The correctness of that decision is impeached by this appeal.

The straw-stacks and the manure-piles are the chattels of the tenant to be used in a particular way; the straw as bedding and fodder for the cattle is to be turned into manure, and the manure is to be turned into the land so as to enrich the soil and become part of it. While the tenant may be called the owner in one sense, the effect of his covenant not to remove from the premises, but to use and spend thereon, the straw and manure, is, that he has no right to take these things away from the place, nor has he any right to be paid for them: Beaty v. Gibbons, 16 East 116, 118; Roberts v. Barker, 1 Cr. & M. 808.

The law is obscure on the precise point. The dung made on the farm is spoken of as "belonging to the farm" in Hindle v. Pollitt, 6 M. & W. 529, 533. To remove this stuff, even apart from the covenant, would be a failure to work in a husbandlike manner, and would be an injury done to the inheritance: Cheetham v. Hampson, 4 T.R. 318, 319; Walton v. Johnson, 15 Sim. 352; Powley v. Walker, 5 T.R. 373. The tenant, being unable to remove because of his covenant, is to leave the straw and manure on the farm for the landlord; so it is put in Massey v. Goodall, 17 Q.B. 310, 316. The provision is with a view to benefit of the land: Richards v. Bluck, 6 C.B. 437, 441. . . . In re Hull and Lady Meux, [1905] 1 K.B. 588, 590.

Now these chattels are the tenant's, but he cannot avail himself of them in any way, because, by the death of the life-tenant, the tenancy is at an end, and these are not emblements. But not only is the tenancy at an end—the estate and interest of the lessor as landlord is at an end. No title was in him during his life which could at his death pass to his executors, as held by the learned County Court Judge in this case, following the decision under consideration of Gardner v. Perry. In the case of a living landlord, the straw and hay at the end of the tenancy would be left on the land, and would fall under the control of the landlord, by virtue of his ownership of the land. The straw and manure may be regarded as constructive fixtures, the