Lands and Tenements, saving to the Lords of the Fee, all such services as be due for their Dowers and other Tenements.

mentis suis: salvis consuetudinibus & servitiis dominorum de feodo, quæ de dotibus, & aliis tenementis suis debentur.

Kel. 125. Fitz. Bar. 149, 294. 2 Inst. 80.

Trees and the fruit hanging on them, hedges, bushes, &c., being the natural profit of the ground, are considered as parcel of the land, and therefore go to the heir and not to the executor. Consequently if a man plant young fruit trees or timber trees, or shrubs, or a border of box, or flowers (Empson v. Soden, 4 B. & Ad. 655), they follow the soil, unless indeed he be a gardener, or nurseryman, and plant the ground with an express view to sale of its produce. But when the occupier of land in fee, or having an uncertain interest or estate in it, has sown the soil with corn, wheat and other growth of the earth, which are produced annually by labor and industry and not spontaneously, if this interest or estate determine by the act of God, he or his executors are entitled to the profits of the crop to compensate for the expense and *trouble of tilling the soil, manuring it, and **29** raising the crop. An exception to this at common law was, where a husband sowed the ground and died, and the heir assigned the land sown to the widow for her dower, she was entitled to the crop and not the executor of the husband, the reason being that she was in of the best possession of the husband and above the title of the executor. In return for this, she was not allowed to devise the crop which she had sown, nor did it go to her executors, but by this statute the representatives of a tenant in dower, like any other tenant for life, are entitled to emblements, see 2 Inst. 81.

The right, however, to emblements depends upon two considerations, principally: First, that the tenant should himself have sown the ground, and secondly, that his estate should determine before severance of the crop, by the act of God, or without the tenant's own default. Therefore if the husband of a tenant in dower sows the land and dies before severance, the crops do not go to the widow but to the husband's executors. So in Haslett's Adm. v. Glenn, 7 H. & J. 17, where land had been conveyed in trust for a husband and wife during their joint lives and the life of the survivor, and the crops growing on the land at the death of the husband had been sown by the vendor before the conveyance, it was held that, the wife outliving the husband, they went with the land to her. But it would have been otherwise if the land had been sown by the husband after the purchase, and the reason is that the seed planted by him would not have been a joint stock, but entirely and exclusively his property, and be considered in the same situation as if sown in the land of the wife only. If the estate, however, determine between seed-time and harvest by the voluntary or wrongful act of the tenant, or if having an estate for a certain period he sow the land, and his estate expire before severance, he is not entitled to emblements, see Dep. Commissary Guide, 18. An instance of this is put by Lord Coke, *supra* which might apply here. If the wife be by custom endowed *durante viduitate*, and she sows the land and afterwards takes a husband, the rever-