

prised in any such Writing, as is aforesaid, but for such Covenants and Conditions as shall be broken, or not performed after the first Day of *September* next coming, and not before; any thing before in this Act contained to the contrary thereof notwithstanding.

I. 1 Roll. 81, 359. 2 Roll. 170. Cro. Jac. 521. Godbolt, 161, pl. 227, 276; pl. 391. Vaugh. 39. Stiles, 326. 1 Mod. 192. 1 Show. 284, 285. 1 Salk. 185. 1 Ven. 10. 1 Sid. 401, 402. 2 Bulstr. 282. Moor. 93, pl. 230; 94, pl. 232; 159, pl. 300; 242, pl. 380; 243, pl. 382; 525, pl. 694; 527, pl. 695. Grantees of Reversions may take advantage of Conditions and Covenants against the Lessees of the same Lands. Moor. 876, pl. 1228. Goldsb. 175, pl. 109. Plow. f. 175. Dyer, f. 68, 131, 309. 3 Co. 62. 5 Co. 112. Bro. entre congeable, 139. Cro. El. 600, 863. Cro. Jac. 305. Cro. Car. 44, 24, 187.

II. Lessees may have the like remedy against the Grantees of Reversions which they might have had against their Grantors. Dyer, f. 257. 3 Co. 63. 5 Co. 16.

III. Co. Litt. 215.

**Object and scope of Statute.**—The preamble of this Statute itself recites that, by the common law, no stranger to any covenant, action or condition shall take any advantage or benefit of the same by any ways or means in the law, &c.<sup>1</sup> The Statute comprehended a mass of property before then recently come into the hands of the Crown, in various ways, by the dissolution of monasteries, &c., and granted out by the Crown to a most considerable class of persons. All those persons found themselves by the common law stripped of the immediate advantages which the original grantors themselves enjoyed, except by action of debt or by distress. For remedy of this inconvenience, the Statute makes them privies to the covenants made with the original grantors. This was done at the time for the benefit of the grantees of the Crown, which was the principal object of the Statute, but the remedies were extended to other grantees. *Per* Lord Ellenborough in *Isherwood v. Oldknow*, 3 M. & S. 382. Plaintiffs, therefore, within the Statute, as grantees or assignees to or by the grantor, are those who are in by virtue of the grant or assignment of the person who made the lease and to whom the covenants were made. But the Statute is held to apply only to cases of demise by deed, and consequently if a lease be not under seal,<sup>2</sup> the assignee of the reversion cannot maintain *assumpsit* against the lessee on his contract to repair made with the assignor, nor, if the lease contain an express contract to repair on the part of the tenant, can there be an implied contract to repair arising from the relation of landlord and tenant, *Standen v. Christmas*, 10 Q. B. 135. It is to be observed also, that the Statute \*gives remedy only for and against those who become enti- **338**

<sup>1</sup> As to the general effect of this Statute on the rules of the common law, see *Ottoun v. Dulin*, 72 Md. 536; *Swansea v. Thomas*, 10 Q. B. D. 48.

<sup>2</sup> *Smith v. Eggington*, L. R. 9 C. P. 145; *Manchester Co. v. Coombs*, (1901) 2 Ch. 608.