

ted to the reversion by assignment, (either where the privity of contract is transferred,³ as in covenant for rent on a lease by assignee of lessor against lessee, *Harrison v. Steele*, 4 H. & McH. 218, or in covenant by lessee against assignee of lessor, or in virtue of the privity of estate, as in covenant by assignee of lessor against assignee of lessee, see *Barker v. Dormer*, 1 Show. 191; *Thursby v. Plant*, 1 Wms. Saund. 237,) and the liability of the assignee of the lessee and his right to an action of covenant against the lessor and his heirs remain as at common law. "Perhaps," say the learned editors of the last edition of *Saunders' Reports*, 1 Wms. Saund. 240 a, n. a., "the best way of reconciling the cases is by considering that, at common law, covenants ran with the *land*, but not with the reversion,⁴ (but see 1 B. & C. 414, 415); therefore the assignee of the lessee was held to be liable in covenant, and to be entitled to bring covenant, but the assignee of the lessor was not."

Lord Coke's exposition of Statute.—The exposition of this Statute is given at large by Lord Coke in *Co. Litt.* 215 a. He says:

1. That the said statute is generall, *viz.* that the grantee of the reversion of every common person, as well as of the king, shall take advantage of conditions.

2. That the statute doth extend to grants made by the successors of the king, albeit the king be only named in the act.

3. That where the statute speaketh of lessees, that the same doth not extend to gifts in taile.

4. That where the statute speakes of grantees and assignees of the reversion, that an assignee of part of the state of the reversion may take advantage of the condition.⁵ As if lessee for life be, &c., and the reversion is granted for life, &c. So if lessee for yeares, &c., be, and the reversion is granted for yeares, the grantee for yeares shall take benefit of the condition in respect of this word (*executors*) in the act.

5. That a grantee of part of the reversion shall not take advantage of the condition; as if the lease be of three acres, reserving a rent upon condition, and the reversion is granted of two acres, the rent shall be apportioned by the act of the parties, but the condition is destroyed, for that it is intire and against common right; but this applies only to conditions, as for re-entry, (see also *Wormersley v. Dalley*, 26 L. J. Exch. 219); and in such a case, after the severance of any part of the reversion and destruction of the condition, as the lessor would at common law have no right to vacate the lease by entry, his assignee would not have that right under the Statute. But covenant will lie for the assignee of the reversion of *part* of the demised premises against the lessee for not repairing that part, *Twynam v. Pickard*, 2 B. & A. 105; ⁶ nor is a covenant gone by the partial merger of the lease in part of the reversion acquired by the lessee, but the remaining

³ *Swansea v. Thomas*, 10 Q. B. D. 48.

⁴ *Rogers v. Hosegood*, (1900) 2 Ch. 388; *Poe's Pleading*, sec. 332.

⁵ *Taite v. Gosling*, 11 Ch. D. 276.

⁶ So where a lessor assigns the reversion in part of the premises, reserving the reversion in the residue, covenant for rent will lie for him in respect of his interest in the reversion. *Swansea v. Thomas*, 10 Q. B. D. 48.