

afterwards appointed to A., it was held that A. was in by the original conveyance, and did not have W.'s estate, and consequently he could not be sued on the covenant as assignee of W., though the remedy for the rent by distress or re-entry would still exist, and W. might be sued on his express covenant, *Roach v. Wadham*, 6 East, 289. This was a case, however, of a conveyance in fee, and therefore not within the operation of the statute. In *Webb v. Russell*, 3 T. R. 393, Lord Kenyon observed that, under the statute, the grantees or assignees of the reversion stand in the same situation, and have the same remedy against their lessees, as the heirs at law of individuals had before the statute. And in that case it was held, that if mortgagor and mortgagee of a term make an under-lease, in which the covenants for the rent and repairs are only with the mortgagor and his assigns, the assignee of the mortgagee cannot maintain an action for the breach of these covenants, because they are collateral to his interest in the land, and do not run with it; for the mortgagor had only an equity of redemption, (an interest of which a Court of law could take no notice,) and was a stranger to the land. It was also there held that if tenant for a term of years lease for a less term and assign his reversion, and the assignee take a conveyance of the fee, by which his former reversionary interest is merged, the covenants incident to that reversionary interest are thereby extinguished. And a case from *Moor*. 94, was cited, where a person made a lease for 100 years; the lessee made an under-lease for 20 years, rendering rent with a clause of re-entry; afterwards the original lessor granted the reversion in fee, and the grantee purchased the reversion of the term; and it was held that the grantee should not have either the rent, or the power of re-entry, for the reversion of the term, to which they were incident, was extinguished in the reversion in fee. However, in *Stokes v. Russell*, 3 T. R. 678, upon the same covenants, it was determined that the action might be maintained in the name of the mortgagor, as they were covenants in gross. The proper course to be pursued in such leases would seem to be for the mortgagee to demise and the mortgagor to confirm, and the covenants should be entered into with the mortgagee, and separately, with the mortgagor. In *Wootton v. Steffononi*, 12 M. & W. 129, where husband and wife and A. joined in a demise, the former being seised of a moiety only in right of the wife, and the covenant was made with the husband and A. only, it was doubted whether it ran with the land, without an averment that the breach was committed in the life-time of the wife; and Parke B. queried whether on a demise of two undivided interests, of which the parties were tenants in common, a joint covenant with both would run with the reversion. In *Magnay v. Edwards*, 22 L. J. C. P. 170, the mortgagor and mortgagee of one undivided moiety and the owner of the other joined in a lease of the whole premises to A., who covenanted with the three jointly and severally to pay the rent, not saying to whom. A. having entered and become bankrupt, his assignees accepted the lease, and they were held liable for the rent due thereafter in an action at the suit of the three lessors, on the authority of *Wakefield v. Brown*, 9 Q. B. 209, though it was strongly insisted that the statute did not extend to covenants entered into with persons who are not parties to the demise, or who have no reversion in the demised premises. *Webb v. Russell* was followed in *Wahl*