v. Barroll and Spence, 8 Gill 288. There A. leased for 99 years to B. and C. rendering a rent of $75: B assigned his interest to C.; C. subleased a moiety of the premises to D. at a yearly rent of $37.50, and covenanted that D. should hold the underlet premises free and clear of any other or greater rent. C. on the same day assigned his reversionary interest to E., and D. dying intestate E. became his administrator, and assigned to Wahl D.'s
341 interest in *the premises, and sometime afterward his (E.'s) own reversionary interest in them. C. then assigned to Barroll the other moiety of the lot leased to him by A. *subject to the payment of the ground-rent in the original lease, &c.*, and became insolvent; and Barroll then assigned his interest to Spence. Wahl having, after Barroll's acquisition of title, been compelled to pay part of the rent reserved in the original lease, and, after the conveyance to Spence, to make a like payment, filed his bill against them to obtain a re-imbursement of the sums so paid by him, and to have the moiety held by Spence charged with the whole of the original rent. But the Court held on the authority of Cook v. Earl of Arundel, Hardr. 87, that C.'s covenant with D., that the latter should hold the moiety underlet to him clear of any other or greater rent than that reserved in the sub-lease, was not a real covenant running with the land and binding the other moiety and charging it with the whole rent, but was no more than an ordinary and personal covenant, which must charge the heir only in respect of assets; yet that it did run with and bind C.'s reversionary interest in the moiety sub-leased, and as against C. and his assignees of such reversion D. and his assignees would have had their remedy, if charged with any greater or other rent than that specified in the sub-lease. But Wahl had himself become the assignee of the reversionary title of the moiety underlet to D., and thereby the sub-lease and all the covenants were merged and extinguished, and he held that moiety as if no sub-lease had ever been made, and he had acquired under a regular assignment from C. The Court also held that the words in the assignment by C. to Barroll of the other moiety of the premises, "subject to the originally reserved rent," were merely descriptive of the existing condition of the property, and were not words of contract charging that moiety with the rent reserved on the whole of the original lot; see Wolveridge v. Steward, 3 Tyr. 637. But now by the Act of 1849, ch. 260, (Code, Art. 62, sec. 1,)[11] it is provided, that where the reversion of any land expectant on a lease shall be merged in any other estate, the person or persons entitled to the estate, into which such reversion shall have merged, shall have like benefit and remedy against the lessee or lessees, his, her or their representatives or assigns, for non-payment of the rent, or other forfeiture, or for not performing conditions, covenants, or agreements, as the person or persons, who would have been entitled to the merged reversion, might have enjoyed if such reversion had not merged; see also 4 Geo. 2, c. 28, s. 6, as to surrenders. And by the Act of 1852, ch. 255, sec. 1, (Code, Art. 62, sec. 2,)[12] it was enacted, that there shall be no merger by reason of any conveyance by way of mortgage, or assignment of mortgage, from the lessee of any ground demised for a

[11] Code 1911, Art. 64, sec. 1.
[12] Code 1911, Art. 64, sec. 2.