

And in like manner, he is not answerable for breaches of covenant which are committed after he has assigned the demised premises or thing over;³⁷ but this must be understood of an assignment of all his interest, Walker v. Reeves, in note to Eaton v. Jaques, Doug. 455. He is liable only while he continues to be legal assignee. The assignee of a term, *declared against as such*, it was held in Chancellor v. Poole, Doug. 764, is not answerable for rent accruing after he has assigned over, though it be stated that the lessor was a party executing the assignment, and agreed thereby that the term, which was determinable at his option, should be absolute. "It is clear that there is no fraud in an assignment to a beggar or a person leaving the kingdom, provided it is executed before his departure," *per* Eyre C. J. in Taylor v. Shum, 1 B. & P. 21; nor will the assignment be considered fraudulent, although the assignee never takes actual possession nor receives the lease, *ibid.* Indeed the C. J. there doubted whether there could be a fraudulent assignment, or issue taken on that point; and the case, perhaps, may be taken as overruling the earlier cases that a replication, that the assignment was *per fraudem*, is good. A fraudulent assignment, said Alderson B. in Fagg v. Dobie, 3 Y. & Coll. 96, cited in Hintze v. Thomas, 7 Md. 346, is no assignment at all; in that case, both at law and in equity, the act is altogether void; but it is a mistake to call an assignment to a beggar a fraudulent assignment. If a party assign nominally only, retaining the beneficial possession all the time, it is fraudulent, because whilst he assumes to do one thing, he really does another; he retains the benefit, and by a false act endeavours to get rid of the burthen. But if he assigns really getting rid of the burthen, and giving up really the benefit also (if any) to his assignee, it is not a fraudulent act. His motive for parting with it, or the other's motive for receiving it is not enough to make it fraudulent, if the act done be a real act, intended really to operate as it appears to do.³⁸ So an assignment to a *feme covert*, whose husband had not disagreed and divested the estate, was held good, Barnfather v. Jor-

³⁷ **Liability of assignee ceases on assignment over.**—The liability of an assignee on covenants which run with the land, whether express or implied, rests on privity of estate and continues only so long as the privity exists. It extends only to breaches which occur during his holding of the legal title to the term and ceases as soon as he assigns over, unless he has expressly bound himself to perform the covenants in the lease. Myers v. Silljacks, 58 Md. 319; Donelson v. Polk, 64 Md. 501; Nickel v. Brown, 75 Md. 172; Consumers Co. v. Bixler, 88 Md. 437; Reid v. Wiessner Co., 88 Md. 234; Baltimore v. Peat, 93 Md. 696; Commercial Asso. v. Robinson, 90 Md. 615.

A mortgagee of leasehold property ceases to be liable on such covenants after the payment of the mortgage, notwithstanding the fact that the release has not been recorded. Horner v. Chaisty, 101 Md. 593.

³⁸ If the assignment is designed by both parties to vest the property in the assignee, it is valid even though it be for the express purpose of avoiding future liability on the covenants. Such an assignment is no fraud on the owner of the reversion, as there is no principle of law or morals which requires the holder of a term to retain it for the benefit of the landlord. Hartman v. Thompson, 104 Md. 389.