

not, he is liable to the extent of its value and all the other assets. But he may avoid personal liability by pleading properly that he is only assignee by being executor, and that he never entered, and he may avoid his liability as executor by pleading that the term is of no value and *plene administravit*; however this exception does not extend to a covenant for repairs, Dean, &c. of Bristol v. Guyse, 1 Wms. Saund. 111 a. *et seq.* n. c. If an executor assents to a bequest of leasehold premises and gives up possession, he cannot afterwards maintain ejectionment for the estate, though he continued to live with the legatee upon it after the assent, Cole's lessee v. Cole, 1 H. & J. 572.

**Assignees of reversion.**—With respect now to assignees of the reversion. In Kitchen and Knight v. Buckley, 1 Lev. 109, where the plaintiffs, tenants in common, brought a joint action against the defendant for not repairing a messuage according to his covenant, and one point moved in arrest of judgment was that the covenant was not with the lessor and his assignees, and therefore his assignees, the plaintiffs, should not have any action, not being named, the Court held in accordance with the argument of Jones for the plaintiff, that as an assignee of a lessee shall be charged in covenant for repairs, though assignees are not named in the covenant, in respect of his having the possession, so an assignee of the reversion shall have an action of covenant for default of repairs in respect of his having the reversion, though assignees are not named in the covenant; and judgment for plaintiffs. So a person taking under a will a reversion of 1000 years for life, and after to his son and the heirs of his body, may bring covenant for non-repair against a lessee, the devise of the term being held to pass the whole estate, and the remainder to the son being but a possibility and an executory devise, Dowse v. Cole, 2 Vent. 126; Horne v. Lyeth, 4 H. & J. 435, *acc.* So if there be a devise to one for life, with remainder to another for life, with power to them successively to lease, a covenant by a lessee with the first tenant for life, his heirs and assigns, (under a lease made by him) to pay rent, &c., to the lessor and such other person as should be entitled to the freehold will pass under the statute to the remainderman, Isherwood v. Oldknow, 3 M. & S. 382. In Greenaway v. Hart, 14 C. B. 340, a lease, made under a power contained in a settlement, recited the lessor's title and shewed that he had only an equitable estate; the covenants in the lease and a right of re-entry for a breach of them were reserved to the lessor, his heirs and assigns, and it was held that *assigns* meant assigns of the settlor, and although the right of re-entry could not be well reserved to the lessor, who had no legal estate, yet that the owners of the reversion under the settlement for the time being were entitled to the advantage of it as *assigns*, and the covenants enured in their favour; from which it appears that such words, limiting, or otherwise restricting the reservation of the covenants contrary to the plain intent of the instrument, may be rejected. An important authority on the subject also is Cuthbertson v. Irving, 4 Hurl. & N. 742, which was a case of a lease by a mortgagor in possession to the defendant, the covenants being made with the mortgagor, his heirs and assigns. He assigned, by apt words, all his interest to the plaintiff in fee simple, who brought covenant for breach of a covenant to repair. The assignment to the plaintiff disclosed \*the mortgage, which shewed that the legal 354 estate was in a trustee, and the assignment was made by the mortgagor alone. The Court treated it as settled that the assignee of a lessor by deed,