

ficiaries, the realty in question was free from liability to contribute to the partnership debts.

LANDLORD AND TENANT—LEASE BY MORTGAGEE "AS AGENT"—
LESSEE'S COVENANT NOT TO SELL OR REMOVE MANURE—COVE-
NANT RUNNING WITH THE LAND.

In *Chapman v. Smith* (1907) 2 Ch. 97 the action was to enforce a covenant by a lessee not to remove or sell manure from off the demised premises. The lease in question was made by one Robinson, who was mortgagee of the property, but who also acted as agent of the mortgagor in collecting the rents. Robinson was not in possession when the lease was made and he was described in the lease "as agent hereinafter called the 'landlord.'" Subsequently to the lease he sold and conveyed the property to the plaintiff, who claimed that the covenant in question was one running with the land which he, as assignee of the reversion, was entitled to enforce. The defendant contended that the lease was made by Robinson as agent for the mortgagors and that there was consequently no legal demise; but Parker, J., came to the conclusion that looking at the surrounding circumstances, the use of the word "agent" was not sufficient to prevent the legal estate vested in Robinson from passing, and that the plaintiff as assignee of the reversion was entitled to enforce the covenant.

MORTGAGE—PRIORITY—LEGAL ESTATE—POSTPONEMENT OF LEGAL
TITLE—FRAUD—NEGLIGENCE.

Walker v. Linom (1907) 2 Ch. 104 is a case which, owing to our system of registration of deeds is not of much direct value, but it may be briefly referred to here as shewing that a trustee of the legal estate who neglects to take reasonable precautions to obtain possession of the title deeds, is liable to be postponed to a subsequent mortgagee. In this case the land in question was conveyed to trustees by way of marriage settlement. Certain deeds were handed over to the trustees, but they neglected to inquire for, and were ignorant that the settlor retained, the conveyance to the settlor himself. After the settlement the settlor mortgaged the property and handed over to the mortgagee the conveyance, and the mortgagee sold the property, both he and the purchaser having no notice of the settlement. The action was brought by the wife against the trustee, the mortgagee and the purchaser from him and the settlor, claiming that the wife under