

ALLIS v. SIGERA.

C. R., Colombo, 1,129.

1897.

June 17.

Purchase of property subject to lease—Right to sue lessee for rent—Assignment.

A purchaser of property subject to a lease acquires a right to the rents and profits of such property accruing after such purchase without any assignment of the contract of lease.

IN this case the owner of certain premises, subject to a lease in favour of the defendant, sold the premises to the plaintiff. The defendant pleaded that he was not liable to the plaintiff for rent, inasmuch as there was no special assignment to him of the lease in the conveyance. The Court below held that the plaintiff was entitled to sue. On appeal by defendant—

Wendt, Acting S.-G., for appellant.

Dornhorst, for respondent.

17th June, 1897. WITHERS, J.—

This judgment is, in my opinion, right. It was argued that the sale of the house passed no interest in the contract of lease under which the house was held, and as the purchaser had taken no assignment of the lease he could not sue for the rent stipulated in the lease. But the passage cited in Voet (*XIX. 2, 19*) seems to be in point. He says that with the *dominium* of a land the fruits naturally pass, and if there is a tenant on it the rents take the

1897. place of the fruits. Plaintiff's right may not rest on the contract
June 17. of lease, but as long as the tenant holds the premises with notice
WITHERS, J. of the sale he cannot be heard to say that he should not pay the
rent to the purchaser. The vendor has sold his interest, and with
it the right to receive the rents. In sections beyond in the same
book and title is to be found the authority of one of several lessors
to sue for his share of the rent.

