

MECHANICS LIENS—LIEN AGAINST LESSOR WHEN IMPROVEMENTS BY LESSEE ARE TO BELONG TO HIS REVERSIONARY INTEREST.

Sumrall v. Russel (Civ. App. Texas), 255 S. W. 239:

Action for foreclosure of mechanics' lien brought against the lessor of real estate. Russel had leased his land for a term of years, part of the consideration for the lease being that the lessee was to erect thereon a building which should go to the lessor at the expiration of the lease. Accordingly the lessee, Brown, entered into a contract with plaintiff to erect a building and it is for a balance due on this contract that plaintiff brings this action. The court held:

That even though the building erected was to go to the lessor at the expiration of the lease, that the contractor had no lien against the lessor for work and material furnished the lessee, under Art. 16, Sec. 37 of the Constitution.

That the conditions of the lease whereby the lessee was to erect a building on the land which should go to the lessor at the expiration thereof, did not make the lessee the agent of the lessor for the purpose of charging him with a lien.

That Art. 16, Sec. 37 of the Constitution gives a contractor a lien independent of statute upon the leasehold estate of the lessee who causes improvements to be made.

Allen Estate Association v. Boeke & Son (Mo. Sup.), 254 S. W. 858:

Action under provisions of Secs. 7240-7244 R. S. Mo. 1919, praying for an adjudication of certain mechanics' lien suits which had been brought by respondents against the Allen Estate Association. The Association was the owner in fee of the property against which the liens have attached. The property was leased for a term of years, one of the conditions of the lease being that the lessee was to make lasting improvements which were to go to the lessor at the expiration of the lease.

The mechanics' liens in question have accrued as result of improvements contracted for by the lessee pursuant to the terms of the lease. The court held:

That the lessor by requiring his lessee to make permanent improvements of substantial benefit to the reversion, made the lessee his agent and those furnishing labor or material, under contracts with the lessee, had a right to mechanics' liens against the lessor's reversionary interest.

MORTGAGES—SALE UNDER DEED OF TRUST UPON NON-PAYMENT OF TAXES IS VALID.

In the recent case of *Lunsford v. Davis*, 254 S. W. 878, the Supreme Court held that foreclosure and sale under a deed of trust upon non-payment of taxes is permissible when the deed is conditioned upon said payment. The court,