Although many statutory provisions have been enacted in West Virginia with the purpose and the result of liberalizing technical rules and requirements pertaining to pleading and procedure in general, it would seem that the law relating to parties, and particularly the law relating to joint contractors, involving both the adjective and the substantive law, has not received sufficient attention in this respect. Pollack v. House & Herman, recently decided by the West Virginia Supreme Court of Appeals, is interesting in this connection, not because it announces any new doctrine, but because it calls attention to a condition of our law which strikes one as being rather inconsistent with the modern concept of contractual liability. In this case, certain real estate was vested in J. P., one moiety in his own right and the other moiety as trustee. J. P., in his personal capacity and as trustee, joined by his wife, demised the property to the defendant, reserving a rent. J. P. died, leaving a will constituting J. P., Jr., and T. H. P. trustees of his estate and executors of his will. M. was appointed by decree of court to act as trustee in execution of the trust as to which J. P. was trustee in his lifetime. Held, in a suit against the defendant on a covenant to pay rent, that only the

100 S. E. 275 (W. Va. 1919).