freehold, and *dimisi*, for a warranty against an eviction for years, Pincombe v. Rudge, Yelv. 139. So as a lessee cannot reasonably be compelled to enter and commit a trespass, if the lessor undertakes to demise that which he could not, as not being seised of the land, covenant will lie without any actual entry by the lessee or ouster of him, for the word *dimisi* imports a power of letting, as *dedi* imports a power of giving, Holder v. Taylor, Hob. 12. But the covenant in law determines with the estate of the lessor; and therefore if tenant for life with remainder over demise for a term, and there is no express covenant for quiet enjoyment, and the lessee is ousted by the remainder-man, after the death of tenant for life and before the expiration of the term, covenant will not lie by the lessee against the executor of the tenant for life, Adams v. Gibney, 6 Bing. 656, where many of the cases are collected in the argument and judgment. The assignee of lessee is equally within the benefit of the implied covenant arising on the word demise as the lessee, 4th Res. in Spencer's case, 5 Rep. 16 a. And the word *reddendum* raises a covenant in law, which will run with the reversion, Harper v. Burgh, 2 Lev. 206. "Yielding and paying" make, it seems, an express covenant, and not a covenant in law only, Hellier v. Casbard, 1 Sid. 266.

Implied covenants as to personalty.—It is understood, however, that such implied covenants are confined to real estate, the word "*dedi,*" it seems, in the case of a chattel making an express covenant, Brune v. Honywood, 2 Freem. 339, 414.[5] And "so if goods be demised by indenture for years; if the lessee be evicted, covenant does not lie upon the word *dimisi:* for the law does not create a covenant for a personal thing. So if A. demises a house and the use of a pump; covenant does not lie, if the lessee cannot use it," Com. Dig. Covenant, A. 4. (See Rhodes v. Bullard, 7 East. 116.) But in Deering v. Farrington, 1 Mod. 113, the Court held that an implied covenant arose on the words, where the defendant *assignavit et transposuit* all the money that *should be* allowed by any order of a foreign State to come to him, in lieu of his share in a ship, but Twisden, J. seemed to doubt. And in Seddon v. Senate, 13 East. 63, where one assigned his whole interest in a medicine of which he was the original proprietor, the law implied a covenant that he should not himself continue to vend the same medicine *for his own profit, and an action of covenant was supported **78** on the implication.[6]

[5] There is always an implied warranty of title on the sale of chattels. Myers v. Smith, 27 Md. 91.

[6] **Implied covenants on sale of business.**—While the vendor of a business and the good will thereof may, in the absence of an express stipulation to the contrary, set up a business of the same kind either in the same neighborhood or elsewhere and publicly advertise the fact of his having done so, yet he cannot solicit the customers of the old business to cease dealing with the purchaser or to give their custom to himself, as the law implies a covenant that he will not do so. Labouchere v. Dawson, L. R. 13 Eq. 322. The doctrine of this case was applied or recognized, though sometimes reluctantly, in the cases of Ginesi v. Cooper, 14 Ch. D. 596; Leggott v. Barrett, 15 Ch. D. 306; Walker v. Mottram, 19 Ch. D. 355. It was finally