There is also a class of cases in which, to carry out the intention of the parties, covenants have been implied, of which Earl Shrewsbury v. Gould, 2 B. & A. 487, is an example. There a lessee covenanted that he would, at all times and seasons of burning lime, supply the lessor and his tenants with lime at a stipulated price, for the improvement of their lands and repair of their houses; and it was held that this was an implied covenant also that he would burn lime at all such seasons, and that it was not a good defence to plea, that there was no lime burned on the premises out of which the lessor could be supplied; see Sampson v. Easterby, 9 B. & C. 505; 6 Bing. 644, S. C. in error. But in Varnum v. Thruston, 17 Md. 470, where the contract was that the projectors of a mining company should convey certain lands to the company for stock to be issued to them, and should out of that stock sell sufficient to reimburse them the cost of the lands, and to raise a working capital, and after making such sales and payments, should *next* transfer one-twentieth part of the whole of said capital stock to the complainant, it was held, that there was no implied covenant on their part that one-twentieth part of the stock should be left, after making such sales, to be transferred to the complainant. [7]

A covenant by itself does not raise an use, nor pass an estate. [8] But in Georges Creek C. & I. Co. v. Detmold, 1 Md. 225, it was held that where a

---

overruled by the Court of Appeal in Pearson v. Pearson, 27 Ch. D. 145. But Pearson v. Pearson was itself overruled by the House of Lords in the case of Trego v. Hunt, (1896) App. Cas. 7, in which after a full discussion the law of Labouchere v. Dawson was approved.

[7] Where a part of the purchase price of a news agency business is contingent on the profits of the business, there is an implied covenant by the purchaser that the business shall be carried on. Telegraph Despatch Co. v. McLean, L. R. 8 Ch. 658.

In a deed assigning debts there is an implied covenant that the assignor will do nothing in derogation of his deed. Therefore when the assignee has sued one of the debtors in the name of the assignor and obtained a *capias* to hold him to bail, the assignor who causes the sheriff to discharge the debtor is liable to an action for damages for breach of the covenant. Gerard v. Lewis, L. R. 2 C. P. 305. Cf. Siddons v. Short, 2 C. P. D. 572. In a lease of a furnished house there is an implied condition that it will be fit for occupation at the beginning of the term. If by reason of defective drainage it is not fit for habitation, the lessee is entitled to rescind the contract. Wilson v. Finch, 2 Ex. D. 336.

But where in the deed of a patent the assignee covenanted to pay the assignor a royalty for every article which should be manufactured or sold by it, but the deed contained no express covenant by the assignee to keep the patent on foot or to manufacture and sell articles under it, it was held that no such covenant could be implied. *In re* Railway & Elec. Co., 38 Ch. D. 597.

In Maryland the acceptance of a deed poll by the grantee cannot have the effect of binding him as a covenantor. Dawson v. R. R. Co., 107 Md. 70. But see Stokes v. Detrick, 75 Md. 256.

[8] Hooper v. Smyser, 90 Md. 363, 384; Second Un. Soc. v. Dugan, 65 Md. 460.