law, as the lord of the villeine, the lord by escheat, the lord that entreth or claimeth for mortmaine, or the like, shall not take benefit of this statute.

11. If the lessor in the case before bargaine and sell the reversion by deed indented and inrolled, or if the lessor make a feoffment in fee, and the lessee re-enter, the grantee or feoffee shall not take advantage of any condition, without making notice to the lessee. (See Fraunce's case, 8 Rep. 92; and it appears from Swetman v. Cush, Cro. Jac. 8, that where there is a condition that the lessee, his executors and assigns shall repair within six months after notice, the notice must be given to him who has the entire interest and not to an under-lessee.)

12. Albeit the whole words of the statute be, for non-payment of the rent, or for doing of wast or other forfeiture, yet the grantees or assignees shall not take benefit of every forfeiture, by force of a condition, but only of such conditions as either are incident to the reversion, as rent, or for the benefit of the state, as for not doing of wast, for keeping the houses in reparations, for making of fences, scouring of ditches, for preserving of woods, or such like, and not for the payment of any summe in grosse, delivery of corne, wood, or the like, so as other forfeiture shall be taken for other forfeitures like to those examples which were there put, (*videlicet*) of payment of rent, and not doing of wast, which are for the benefit of the reversion.

Covenants running with land—Privity of estate—Merger.—On like grounds it has also been determined, Spencer's case, 5 Rep. 16 *ad finem*, that the remedy by action does not extend to collateral covenants, but is confined to breaches of such covenants as concern the thing demised, *i. e.* covenants that run with the land,[9] or rather with the estate in the land, the statute continuing the contract as annexed to the estate. It is not enough that a covenant is concerning the land; in order to make it run with the land there must be a privity of estate between the covenanting parties;[10] indeed there is no such thing in the law as privity of right. Thus where lands were conveyed to a trustee in fee to the use of such person as W. should appoint, and the conveyance reserved a fee-farm rent, which
340 *W. covenanted for himself and his heirs and assigns to pay, and W.

[9] **Characteristics of covenants running with land.**—For general statements of the characteristics which must be found in any covenant in order that it may run with the land, see the following cases: Hollander v. Central Co., 109 Md. 131; Md. & Pa. R. R. Co. v. Silver, 110 Md. 516. In the leading case of Rogers v. Hosegood in the Court of Appeal, (1900) 2 Ch. 388, it was said that no covenant would run with the land, (1) unless it was made with a covenantee who had an interest in the land to which the covenant referred, and (2) unless it concerned or touched the land; but that a covenant might have both of these characteristics and yet not run with the land, the question being also one of intention.

In Goldberg v. Feldman, 108 Md. 330, 337, the question is suggested whether any covenant will run with the land when it does not enter into the consideration upon which the conveyance is made.

[10] See Poe's Pleading, sec. 392; 4 Kent Comm. 472, 473, 480 note 1.