term of years, his executors, administrators or assigns, to the lessor of such ground or premises, (whether by original or sub-lease,) his heirs, executors, administrators or assigns, and the same rights and remedies shall exist, as if the grantee in such conveyance had no other interest or estate in the property than the one thereby conveyed. See Cottee v. Richardson, 7 Exch. 143.

What covenants run with the land.—Covenants in deeds directly relating to the land, where as above mentioned there is privity of estate between the contracting parties, and which are co-extensive with the estate of the person to whom they are made, are so said to run with the land, that the original parties and their representatives, and every successive owner of the land, are entitled to the benefit, and liable to the obligation of such covenants. Thus a lessee is entitled to enforce against the original reversioner, and against the assignee or grantee of the reversion, the future performance of all such covenants contained in the deed to be performed by the lessor, and is liable to the original reversioner and to the assignee of the reversion for the future performance of covenants contained in the deed to be performed by the lessee. Collateral covenants, *which do not **342** pass to the assignee, are those that are beneficial to the lessor without regard to his continuing the owner of the estate. This subject is fully discussed in Spencer's case *supra,* see 1 Smith's Lead. Cas. 22, which is the foundation of all the cases, and is also clearly explained by Lord Chief Justice Wilmot in Bally v. Wells, Wilmot's Notes, 341, which is also very generally referred to. "Covenants in leases extending to a thing *in esse,* parcel of the demise, run with the land and bind the assignee, though he be not named, as to repair, &c. And if they relate to a thing not *in esse,* but yet the thing to be done is upon the land demised, as to build a new house or wall, the assignees, if named, are bound by the covenants; but if they in no manner touch or concern the thing demised, as to build a house on other land, or to pay a collateral sum to the lessor, the assignee, though named, is not bound by such covenants; or if the lease is of sheep, see Spencer's case, 3rd Res., or other personal goods, the assignee though named is not bound by any covenant concerning them. The reasons why the assignees though named are not bound in the two last cases are not the same. In the first case, it is because the thing covenanted to be done has not the least reference to the thing demised;[13] it is a substantive inde-

[13] A covenant may run with the land though nothing has to be done on the land demised. Privity of estate is necessary between the assignee of the reversion and the assignee of the land demised but privity of estate between the same parties is not vital in respect to the land on which the covenant is to be performed. The reason why a covenant to do something on land other than that demised does not generally run with the land is not that there is no privity but that the covenant is *prima facie* collateral; but there are such covenants which so nearly touch and concern the land demised as to run with it. Ricketts v. Churchwardens, (1909) 1 Ch. 544; Dewar v. Goodman (1909) A. C. 72. And this principle is recognized in Maryland. Md. & Pa. R. R. Co. v. Silver, 110 Md. 516; Whalen v. R. R. Co., 108 Md. 11.