pendent agreement, not *quodam modo*, but *nullo modo* annexed or appurtenant to the thing leased. In the case of the mere personalty, the covenant doth concern or touch the thing demised: for it is to restore it or the value at the end of the term; but it doth not bind the assignee, because there is no privity, as there is in the case of a realty between the lessor and lessee and his assigns, in respect of the reversion; it is merely collateral in one case; in the other it is not collateral, but they are total strangers to one another, without any line or thread to unite and tie them together, and to constitute that privity which must subsist between debtor and creditor to support an action. He adds, after citing several cases, "all these cases clearly prove that 'inherent' covenants, and such as tend to the support and maintenance of the thing demised, where assigns are expressly mentioned, (*vide*, however, Minshull v. Oakes *infra*,) follow the reversion and the lease, let them go where they will." And, "to carry the lien of a personal obligation over to an assignee, and to make him the object of an action at the suit of a person with whom he did not originally contract, he must in all cases be named, and there must also be a privity between the assignee and the person to whom he becomes engaged, and the covenant must respect the thing leased. The *chose in action*, which of itself is not assignable, loses that property under these circumstances, and in a waiting dependent state follows its principal, and assignees of leases become liable to assignees of reversions, and *vice versa*;" which sentence has, perhaps, in it a sound of anti-climax.

In Bally v. Wells, a lessee of tithes covenanted, for himself and his assigns, that he would not let any of the farmers in the parish have any part of the tithes, which covenant was held to run with the tithes, and bind the assignee against whom an action was brought for the breach of it; see S. C. 3 Wils. 25. So in Glenn v. Canby, 24 Md. 127, the Court observed that the established doctrine was, that a covenant to run with the land must extend to the land, so that the thing required to be done will affect the quality, value or mode of enjoying the estate conveyed, (the meaning of which expressions is explained and illustrated in Mayor of Congleton v. Pattison, 10 East, 136,) and thus constitute a condition annexed or appurtenant to it; there must also be a privity of estate between the contracting parties, and the covenant must be consistent with the estate to which it adheres, and of such a character that the estate will not be defeated or changed by a performance of it.

Accordingly, implied covenants,[14] Spencer's case, 4th Resolution, see Vyvyan v. Arthur, 1 B. & C. 410—express covenants, such as, to reside **343** constantly on the premises, *Tatem v. Chaplin, 2 H. Black. 133;—to repair, Dean of Windsor's case, 5 Rep. 24 a; Thomas v. Von Kapff *infra*;—to repair the demised premises and all other buildings which might thereafter be erected on the land during the term, it being considered that the covenant was not a covenant absolutely to do a new thing, but to do something conditionally, *viz.* if new buildings were erected on the demised premises, to repair them, as when built they would be part of the thing de-

[14] See Poe's Pleading, sec. 330. As to dedication by implied covenant, see note 9 to 4 E. 1, St. 3, c. 6.