mised, and subsequently the covenant would extend to its support, and as the covenant clearly bound the assignee to repair things *in esse* at the time of the lease, so did it also those *in posse*, there being but one covenant to repair, Minshull v. Oakes, 2 Hurl. & N. 793;—to keep in repair the buildings, &c., and to repair, renew, and replace tenants' fixtures and machinery fixed to the premises, (for instance, a boiler fixed to the land, though the tenant might be able to remove it at the end of the term, yet the keeping it there during the term would relate to the occupation and enjoyment of the land; *quære*, however, if assignees be not named,) Williams v. Earle, 3 L. R. Q. B. 739;—a covenant in a deed of partition of lands below the sea-level, that the expense of keeping and maintaining the sea-wall of the lands thereby divided should be borne by the owners, and be payable out of the lands by an acre-scot, Morland v. Cook, 6 L. R. Eq. 252;—to insure and apply the proceeds, in case of loss by fire, in rebuilding the premises, Thomas v. Von Kapff, 6 G. & J. 372; Mayhew v. Hardesty, 8 Md. 479; see Vernon v. Smith, 5 B. & A. 1;—to pay rent and taxes, Hughes v. Young, 5 G. & J. 67; Lester v. Hardesty, 29 Md. 50;[15]—to discharge the lessor of all charges, ordinary and extraordinary, Dean of Windsor's case *supra*, see Wahl v. Barroll *supra*;—to cultivate in a particular manner, Cockson v. Cock, Cro. Jac. 125, indeed all covenants for cultivation run with the land, Shep. Touch. 161;—to supply the demised premises with a sufficient quantity of good water at a certain rate *per annum* for each house, Jourdain v. Wilson, 4 B. & A. 266;—to grind at the lessor's mill all corn grown on the land demised, so long at least as the mill and the reversion of the demised premises belong to the same person, Vyvyan v. Arthur *supra*, see Doe v. Reid, 10 B. & C. 849; covenants for title,[16] commonly called real covenants, (see Act of 1864, ch. 252,)[17]—a

[15] Worthington v. Cooke, 52 Md. 297; Worthington v. Cooke, 56 Md. 51; Myers v. Silljacks, 58 Md. 319; Donelson v. Polk, 64 Md. 501; Commercial Asso. v. Robinson, 90 Md. 615: As to Hughes v. Young *supra*, see P. W. & B. R. R. Co. v. Appeal Tax Court, 50 Md. 397, 412.

A covenant by a mortgagor for himself and his assigns, in a mortgage of leasehold property, to pay ground rent and taxes thereon runs with the land. Barron v. Whiteside, 89 Md. 448, 458. The assignee of the equity of redemption is bound as long as he holds the term and the foreclosure of the mortgage does not disentitle the mortgagee to sue for the same, where the mortgage debt is not fully paid by the sale; but the failure of the assignee of the equity of redemption to pay the ground rent and taxes is a default which puts an end to his term and vests the legal estate in the mortgagee, and the latter cannot recover against the assignee on account of subsequent defaults, even though the assignee remains in possession of the premises. Commercial Asso. v. Robinson, 90 Md. 615. See Judge Pearce's dissenting opinion in this case.

[16] **Covenants of warranty and quiet enjoyment.**—A covenant of warranty runs with the land. Crisfield v. Storr, 36 Md. 129. As a married woman's inchoate right of dower is a mere *chose in action*, it is not such an interest, or estate, in real estate as will support a covenant of general warranty in a conveyance by husband and wife of his land, so that the covenant, even