

covenant to renew the lease at the end of the term, for a covenant with a reversioner to procure original letters-patent to be renewed, and the lease itself under which the tenant holds to be confirmed absolutely for a certain term, is of all others a covenant which more strictly and peculiarly may be said to run with the land than any other, inasmuch as it affects the very existence and continuance of the term itself created by the lease, *per* Tindal C. J. in *Simpson v. Clayton supra*;¹⁸—a covenant in a grant of a water-course to cleanse it, *Holmes v. Buckley*, 1 Eq. Cas. Abr. 27; see however the criticism on this case in the note to *Spencer's case*, 1 Smith Lead. Cas. 34;—a covenant under a *mining licence*, granted by deed, to pay compensation in respect of damage to the surface, *Norval v. Pascoe*, 34 L. J. Chan. 82; *Martyn v. Williams*, 1 Hurl. & N. 817; see *Muskett v. Hill*, 5 Bing. N. C. 694;¹⁹—covenants against building entered into by a purchaser with the vendor, owner of the adjoining lands, his heirs and assigns, (on which a subsequent purchaser of parcel of such adjoining lands may sue, and the vendor after such subsequent sale cannot release the covenantor from his covenants,) at all events a purchaser of one of the houses with notice of the covenants is bound in equity, *Western v. Macdermot*, 1 L. R. Eq. 499; S. C. 2 L. R. Ch. App. 72,²⁰—covenants not to carry on a particular or offensive trade, *Mayor of Congleton v. Pattison*, 10 East, 136; *Hodson v. Coppard*, 29 Beav. 4;²⁰ but see *Wilson v. Hart*, 2 Hem. & M. 551, and such like run with the land²¹ and bind the assignee though he is not named,

though it be to the grantee, his heirs and assigns, will run with the land. *Pyle v. Gross*, 92 Md. 132.

A covenant for quiet enjoyment also runs with the land. *Dewar v. Goodman*, (1909) A. C. 72; (1908) 1 K. B. 94; (1907) 1 K. B. 612; *Manchester Ry Co. v. Anderson*, (1898) 2 Ch. 394. Cf. *Davis v. Town Cor.*, (1903) 1 Ch. 797; (1902) 2 Ch. 635.

¹⁷ Code 1911, Art. 21, secs. 72 *et seq.* But sec. 72 does not apply when the covenant is made with reference to something not then *in esse*. *Md. & Pa. Ry. Co. v. Silver*, 110 Md. 517.

¹⁸ **Covenants of renewal** run with the land. *Banks v. Haskie*, 45 Md. 207; *Bratt v. Woolston*, 74 Md. 609; *Hollander v. Central Co.*, 109 Md. 131, 158; *Woodall v. Clifton*, (1905) 2 Ch. 257. But see *Worthington v. Lee*, 61 Md. 530, 535. But not a covenant by a sub-lessor that if he procures an extension of his term, he will extend the sub-lessee's term, since a covenant is limited to the reversion with which it runs. *Muller v. Trafford*, (1901) 1 Ch. 54.

Redemption.—A covenant for redemption at the option of the lessee under our renewable ninety-nine year leases also runs with the land and it is not in conflict with the rule against perpetuities. *Hollander v. Central Co.*, 109 Md. 131. See also *Maughlin v. Perry*, 35 Md. 352. *Contra* in England. *Woodall v. Clifton*, (1905) 2 Ch. 257.

¹⁹ See also *Dyson v. Forster*, (1909) A. C. 98; (1908) 1 K. B. 629.

²⁰ As to restrictive covenants generally, see note 46 *infra*.

²¹ **Instances of covenants running with land.**—The following additional instances of covenants that run with the land may be given:—By lessor to pay lessee at the end of the term for his buildings and improvements. Stock-