see Hyde v. Dean of Windsor, in Cro. Eliz. 552; such covenants, which *tend to the support of the thing demised, being *quodam modo* annexed or appurtenant to the thing demised and parcel of the contract. **344** And the assignee by act in law, as tenant by *elegit* of a term, or he to whom a lease for years is sold by virtue of any execution, is equally bound with the assignee by act of the party, Spencer's case, 6th Resolution.

When assignee bound because named.—If the lessee had covenanted for him *and his assigns*, that they would make a new wall upon some part of the thing demised, that, forasmuch as it is to be done upon the land demised, should bind the assignee; for although the covenant doth extend to a thing newly to be made, yet is to be made upon the thing demised, and the assignee is to take the benefit of it, and therefore should bind the assignee by express words, Spencer's case, 2nd Resolution; *i. e.* the assignee is in such cases bound if named. But this doctrine [22] has lately been questioned, and it may be interesting to quote part of the judgment delivered by Pollock C. B. in Minshull v. Oakes *supra*. The breach of the covenant was laid in non-repair and not yielding up in repair. The third plea was

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ett v. Howard, 34 Md. 121. By lessor giving lessee an option to purchase the demised premises. Maughlin v. Perry, 35 Md. 352. A covenant in a deed by grantee, a railroad company, to construct and maintain a turnout and siding on or near the land of the grantor and to take up and set down at said siding all persons going to and from said land, (heirs and assigns of the grantor being named). Whalen v. R. R. Co., 108 Md. 11; 112 Md. 187. By lessee in a lease of a public house that he will conduct his business in such a manner as to afford no ground by which the public house license might be, or might be in danger of being, suspended. Fleetwood v. Hull, 23 Q. B. D. 35. A covenant "tying" a public house, i. e. binding it for the purchase of its entire supply of liquors from the lessor. Clegg v. Hands, 44 Ch. D. 503; White v. Southend Co., (1897) 1 Ch. 767; John Brew. Co. v. Holmes, (1900) 1 Ch. 188; Manchester Co. v. Coombs, (1901) 2 Ch. 608; *In re* Chandler's Co., (1903) 1 K. B. 569. By lessor and his assigns not to erect on land adjoining the demised premises any building in front of a given building line. Ricketts v. Churchwardens, (1909) 1 Ch. 544. By lessee in a farm lease to consume on the premises all hay and fodder, to spread on the land all manure and compost produced on the farm, and at the end of the term to leave on the land all manure and compost. Chapman v. Smith, (1907) 2 Ch. 97. By lessee to leave the land at the end of the term as well stocked with game as at the time of the demise. Hooper v. Clark, L. R. 2 Q. B. 200. See also North Eastern Ry. Co. v. Hastings, (1900) A. C. 260; (1899) 1 Ch. 656; (1898) 2 Ch. 674. By lessee to allow lessor free passage for himself and his licensees over the demised premises. Dynevor v. Tennant, 13 App. Cas. 279. A proviso for re-entry on bankruptcy or in case of liquidation. Horsey Est. v. Steiger, (1899) 2 Q. B. 79.

[22] This doctrine stands in spite of Minshull v. Oakes *supra*, the authority of Spencer's Case being still unshaken either here or in England. Md. & Pa. R. R. Co. v. Silver, 110 Md. 516; Whalen v. R. R. Co., 108 Md. 11; Dawson v. R. R. Co., 107 Md. 70, 87; Lynn v. Mt. Savage Co., 34 Md. 603; Woodall v. Clifton, (1905) 2 Ch. 257.