pression appears to me to be that the covenants are annexed to the land and pass with it in much the same way as title deeds." Rogers v. Hosegood, (1900) 2 Ch. 388, 394.

And a restrictive covenant or contract, not being a limitation of property, is not obnoxious to the rule against perpetuities. Mackenzie v. Childers, 43 Ch. D. 265.

Limitations of doctrine.—It applies only to restrictive covenants, not to covenants to do any acts relating to the land or to lay out any money thereon. Haywood v. Brunswick Soc., 8 Q. B. D. 403; London Ry. Co. v. Gomm, 20 Ch. D. 562; Austerberry v. Oldham, 29 Ch. D. 750; Holford v. Acton Council, (1898) 2 Ch. 240. Cf. Doherty v. Allman, 3 App. Cas. 720. But where an affirmative covenant has a negative element in it, or where a covenant is partly affirmative and partly negative, the negative portion of it may be enforced. In fact the covenant in Tulk v. Moxhay was affirmative in terms but was treated by the court as negative and restrictive. Clegg v. Hands, 44 Ch. D. 503.

Again the doctrine imposes a burden on the land and cannot be extended to a person who is himself doing nothing in violation of the covenant. Hall v. Ewin, 37 Ch. D. 74.

Nor does the doctrine apply at all to any covenant which is merely personal or collateral. Formby v. Barker, (1903) 2 Ch. 539.

Who entitled to the benefit of restrictive covenants.—Negative restrictive covenants made by a vendee in fee may be entered into: 1. For the vendor's benefit. 2. For the vendor's benefit in his capacity as owner of a particular property. 3. For the benefit of the vendor in so far as he reserves unsold property and also for the benefit of other purchasers as part of what is called a building scheme. Osborne v. Bradley, (1903) 2 Ch. 446.

A subsequent purchaser from the vendor will not take the benefit of such covenants, unless (a) he is an express assignee thereof as distinct from the assignee of the land, or (b) unless the covenant is expressed to be for the benefit and protection of the particular parcel purchased by the subsequent purchaser (as was the case in Rogers v. Hosegood *supra*,) or (c) unless a building scheme is made out. Reid v. Bickerstaff, (1909) 2 Ch. 305; Willé v. St. John, (1910) 1 Ch. 325, 84.

In Reid v. Bickerstaff *supra* it was said that the benefit of a covenant capable of being annexed to the land, but not expressed to be so annexed either by the deed containing the covenant, or by some subsequent instrument executed by the covenantee, does not pass as an incident of the land on a subsequent conveyance. Such is the doctrine established by all the leading cases. Keates v. Lyon, L. R. 4 Ch. 218; Renals v. Cowlishaw, 9 Ch. D. 125; 11 Ch. D. 866; Spicer v. Martin, 14 App. Cas. 12; 34 Ch. D. 1.

Building scheme.—When an estate is put up for sale in lots subject to a condition that restrictive covenants are to be entered into by each of the purchasers with the vendor and the vendor intends to sell the whole of the property, the question whether it is intended that each of the purchasers shall be liable in respect of such covenants to each of the other purchasers is a question of fact to be determined by the intention of the parties. If such intent is found, the purchasers are liable on and entitled to the benefit of such covenants *inter sese*. A sale of the whole of the vendor's property under such circumstances is almost conclusive evidence that the covenants are intended for the benefit of each purchaser, while on the