other hand the fact that the purchasers are ignorant of the existence of the covenants is strong evidence to show that there was no such intention. Nottingham Co. v. Butler, 15 Q. B. D. 261; 16 Q. B. D. 778; Rogers v. Hosegood, (1900) 2 Ch. 388. And the doctrine of Nottingham Co. v. Butler *supra* has been extended to cases where the vendor is desirous of selling the whole of the property, though he is not desirous of selling the whole at one and the same time. Collins v. Castle, 36 Ch. D. 243.

The fact that the several lots have been laid out for sale as building lots is cogent evidence that the covenants are for the common benefit of all the purchasers. Nottingham Co. v. Butler *supra*. But in order to establish the existence of a building scheme, there must be definite reciprocal rights and obligations extending over a defined area. Reid v. Bickerstaff, (1909) 2 Ch. 305. As to what must be shown to establish a building scheme, see particularly Elliston v. Reacher, (1908) 2 Ch. 374, 384, 665. See also Western v. McDermott, L. R. 2 Ch. 72; Sayers v. Collyer, 24 Ch. D. 180; 28 Ch. D. 103; King v. Dickeson, 40 Ch. D. 596; Tucker v. Vowles, (1893) 1 Ch. 195; *In re* Birmingham Co., (1893) 1 Ch. 342; Davis v. Leicester, (1894) 2 Ch. 208; Knight v. Simmonds, (1896) 2 Ch. 294; Holford v. Acton Council, (1898) 2 Ch. 240; Ground Rent Co. v. West, (1902) 1 Ch. 674; Osborne v. Bradley, (1903) 2 Ch. 446; Rowell v. Satchell, (1903) 2 Ch. 212; Powell v. Hemsley, (1909) 1 Ch. 680; 2 Ch. 252.

As to restrictive covenants generally, see Wilson v. Hart, L. R. 1 Ch. 463; Peek v. Matthews, L. R. 3 Eq. 515; Catt v. Tourle, L. R. 4 Ch. 654; McLean v. McKay, L. R. 5 P. C. 327; Manners v. Johnson, 1 Ch. D. 673; Master v. Hansard, 4 Ch. D. 718; Kemp v. Bird, 5 Ch. D. 549, 974; Luker v. Dennis, 7 Ch. D. 227; German v. Chapman, 7 Ch. D. 271; *In re* Higgins, 21 Ch. D. 95; *In re* Davis, 40 Ch. D. 601; *In re* Ebsworth, 42 Ch. D. 23; *In re* Fawcett, 42 Ch. D. 150; Hepworth v. Pickles, (1900) 1 Ch. 108.

Restrictive covenants in Maryland.—The doctrine of restrictive covenants has not been developed in Maryland to the same extent as in England but it has been applied in a number of cases and Tulk v. Moxhay is considered a leading case on the subject. (See Newbold v. Peabody Co., 70 Md. 501; Lynn v. Mt. Savage Co., 34 Md. 638.)

In the Maryland cases such a covenant is generally treated as creating an incorporeal right or easement appurtenant to the land of the covenantee and arising out of and binding the land of the covenantor. See Foreman v. Sadler, 114 Md. 577.

In the leading case of Thruston v. Minke, 32 Md. 487, T and M were the owners of a lot on a part of which a hotel was built. T leased to M his undivided interest in a part of the unimproved portion of said lot on condition that the lessee and his assigns should not erect a building thereon higher than the third story of the hotel. T afterwards sold his reversion subject to the lease. M, while erecting a building in violation of the covenant, was restrained by injunction at the suit of T. The court held that the covenant did not run with the land and therefore did not pass to the assignee of the reversion; that it was clearly intended for the benefit of the lessor as owner of the hotel property and not as owner of the reversion; that it created a right in the nature of an incorporeal hereditament or easement arising out of the land demised and appurtenant to the land retained by the lessor; and that the obligation and benefit of such easement