would pass to and be binding upon all subsequent purchasers of the respective lots.

In Lynn v. Mt. Savage Co., 34 Md. 603, 638, the doctrine of Tulk v. Moxhay is recognized that a court of equity will restrain the use of land in a manner and to a purpose different from that to which it is limited by a restrictive covenant, irrespective of the question whether the covenant runs with the land at law. Cf. Md. Coal Co. v. R. R. Co., 41 Md. 343; Worthington v. Lee, 61 Md. 530.

In Halle v. Newbold, 69 Md. 265, the rule is stated to be that a grantor may impose a restriction in the nature of a servitude, or easement, on the land he sells or leases for the benefit of the land he still retains; and if that servitude is imposed on the heirs and assigns of the grantee and in favor of the heirs and assigns of the grantor, it may be enforced by the assignee of the grantor against the assignee (with notice) of the grantee. And the court said the rule was the same where the grantor imposed the condition on the land he retained and in favor of the land he conveyed. The case was one of restrictive covenants as to the size and character of improvements that might thereafter be erected on the land retained by the grantor. They were held enforceable in equity irrespective of the question whether they ran with the land at law.

Newbold v. Peabody Co., 70 Md. 493, followed, in which the above principles were affirmed and applied to the case of restrictions which did not appear in the title deeds of the land in question but by which a prospective purchaser, having notice, would be bound. See Summers v. Beeler, 90 Md. 474; Shea v. Evans, 109 Md. 234.

When a conveyance of land reserves to the grantor (who owns the adjoining land), without mention of his heirs or assigns, the privilege of using water from a spring on the land conveyed, such privilege is personal to the grantor and cannot be assigned to purchasers of adjoining lots; and the provisions of the Code of 1911, Art. 21, sec. 11, make no difference in this respect, since this section was never intended to apply to the reservation of an easement. Ross v. McGee, 98 Md. 389, 394. See also Md. & Pa. R. R. Co. v. Silver, 110 Md. 516.

In Dawson v. Western Md. R. R. Co., 107 Md. 70, 86, it is held that the acceptance of a deed poll cannot in Maryland have the effect of binding the grantee as a covenantor. But see Stokes v. Detrick, 75 Md. 261.

Who entitled to enforce such covenants.—The same covenants which were before the court in Newbold v. Peabody Co. *supra* were considered in Peabody Co. v. Wilson, 82 Md. 186, especially with regard to the question as to what persons were entitled to enforce them. The leading English cases up to that time were discussed and relied on. It was held that it was a question of intention whether such restrictions were imposed by the covenantee for his own benefit, or were meant by him and understood by the covenantor to be for the common advantage of purchasers from the covenantor; that, if the latter was intended, such purchasers and their assigns might enforce them *inter sese* for their own benefit. The facts in this case brought it nearly, if not quite, (see Judge Bryan's dissenting opinion p. 215), within the English doctrine of building schemes. And in Summers v. Beeler, 90 Md. 474, and Safe Deposit Co. v. Flaherty, 91 Md. 489, it was squarely held that the right of purchasers in all such cases to enforce restrictive covenants *inter sese* was confined to cases where there