

Case No. 6,937.

HURST v. RODNEY.

[1 Wash. C. C. 375.]¹

Circuit Court, D. Pennsylvania.

April Term, 1806.

COVENANTS RUNNING WITH THE LAND.

What will be considered a covenant, running with the land, and binding on the party in possession; although such party has not executed the deed, conveying the same to him.

[Cited in Mohler's Appeal, 8 Pa. St. 27; Crawford v. Witherbee, 77 Wis. 429, 46 N. W. 547.]

This was an action of covenant, brought against defendant for many years ground rent, due upon a lot of ground, conveyed by plaintiff to one Perkins, in fee, and by him conveyed by indenture to the defendant, subject to the ground rent. The declaration states these deeds, and the entry of defendant, and the non-payment of rents, due since her possession under the deed to her. The deed to the defendant, not being executed by the defendant; her counsel contended, that it was not her deed, and that she could not be sued on it.

BY THE COURT. The defendant is bound by the covenant to pay the rent, in the first deed to Perkins, which runs with the land, so long as it is retained by the defendant. Verdict for plaintiff.

[In Case No. 6,938 a rule to set aside an execution upon this judgment was heard.]

¹ [Originally published from the MSS. of Hon. Bushrod Washington. Associate Justice of the Supreme Court of the United States, under the supervision of Richard Peters, Jr., Esq.]