

Covenants

- Abigail pays Beatrice \$1000 for Beatrice to promise use B property for residential purposes only
 - Why want property law?
 - Why not easements?
- Restrictive (Negative) v. Positive (Affirmative)
 - Restrictive – burdened promises to not act
 - Like a Negative Easement
 - Positive – burdened promises to act

Tulk v. Moxhay

- Tulk sells part of land to Elms
- *“that Elms, his heirs, and assigns should . . . keep and maintain the said piece of ground and square garden . . . in sufficient and proper repair . . . and that it should be lawful for the inhabitants of Leicester Square . . . on payment of reasonable rent for the same, to have keys at their expense and the privilege of admission”*
- Elms’s land eventually conveyed to Moxhay
- Type of servitude(s)?

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- Elms’s land eventually conveyed to Moxhay
- Court creates what?
- Why?
- Restraint on alienation?

Covenants

- Requirements under common law:
- Writing
- “Touch and Concern”
- Intent
- Horizontal Privity
 - privity of estate between original covenanting parties
- Vertical Privity
 - privity of estate between one of the covenanting parties and a successor in interest
- Notice