The principal difference between a legal and an equitable easement is in the method of its creation and the circumstances under which the right can be enforced.

Equitable easements are in general created upon the division and conveyances in severalty of an entire tract to different grantees, and may be by reservation, by condition annexed to the grant, by covenant or by informal agreement: *Trustees of Columbia College* v. *Lynch* (1877), 70 N.Y., 445.

By Covenant or Reservation.—The enforcement in equity of easements created by covenant or reservation extends to cases where the covenant does not run with the land so as to be enforcible at law. This has been settled only after some conflict of authority. In *Keppell* v. *Bailey* (1834), 2 M. & K., 517, certain land owners and owners of iron works, and among others the lessees of the Beaufort Iron Works, formed a joint stock company, and under the provisions of the Monmouthshire Canal Act, constructed a railroad connecting a lime quarry with the several iron works. In the partnership deed of the railroad company, the lessees of the Beaufort Iron Works covenanted for themselves and their successors in interest to procure all the limestone used in their works from the said quarry, and to convey all such limestone, and also all the iron stone, from the mines to the said works along the said railroad, at a certain designated toll. A bill was filed by the shareholders of the railroad to enforce this covenant against a purchaser of the Beaufort Iron Works with notice of the partnership deed. The injunction was denied, on the ground that the covenant did not run with the land. Lord Chancellor Brougham said:—

"It appears to me very clearly that the covenant does not run with the land, and therefore is not binding upon the assignees of the [covenantors] . . . . . Between the estates of the occupiers of the three iron works, and the estates or the persons of their associates in the railway speculation, with whom they covenant, there is no privity, no connection whatever, of which the law can take notice . . . There can be no harm in allowing the fullest latitude to men in binding themselves and their representatives, that is, their assets, real and personal, to answer in damages for breach of their obligations. This tends to no mischief, and is a reasonable liberty to bestow; but great detriment would arise, and much confusion of rights, if parties were allowed to invent new modes of holding and enjoying real property, and to impress upon their lands and tenements a peculiar character, which should follow them into all lands, however remote. Every close, every messuage, might thus be held in a several fashion; and it would hardly be possible to know what rights the acquisition of any parcel conferred, or what obligations it imposed."

Keppell v. *Bailey* has been overruled by *Tulk* v. *Moxhay* (1848), 2 Phil., 774, where the rule as now accepted was first established. In *Tulk* v. *Moxhay*, the plaintiff, being the owner in fee of a vacant piece of ground in Leicester Square, as well as of several of the houses forming the square, sold the vacant lot to one Ems, in fee, taking in the deed of conveyance a covenant from Ems for himself, his heirs and assigns, with the plaintiff, his heirs, executors and administrators, that the said piece of ground should be kept and maintained in sufficient and proper repair as a pleasure ground, in an open state, uncovered by any buildings, in neat and ornamental order. In granting an injunction to enforce the covenant against the purchaser with notice, Lord Chancellor Cottenham used this language:—