servient tenement, is not to alter its condition so as to interfere with the enjoyment of the easement: Gal. & What. on Ease't, 7, 339; *Kirkpatrick* v. *Peshine* (1873), 9 C. E. Green (N.J.), 206; *Johnston* v. *Hyde* (1881), 6 Stew. Eq. (N.J.), 632. The extent to which the owner of the servient tenement is interdicted from the exercise of acts of ownership on his lands, will depend on the nature and qualities of the easement: *Atkins* v. *Bordman* (1841), 2 Metc. (Mass.), 457. Where a penalty or forfeiture is annexed to the doing of the act prohibited, this penalty does not authorize the party to do the act, and before the act is done, the Court will restrain him by injunction, unless it appears from a fair construction of the instrument that it was intended to make the stipulated sum the price of non-performance; but if the act is done the penalty must be paid, and the amount is unimportant: *French* v. *Macale* (1842), 2 Dru. & War., 269; *Coles* v. *Sims* (1854), 5 DeG. M. & G., 1; *The Phœnix Ins. Co.* v. *The Continental Ins. Co.* (1882), 87 N.Y., 400; *The Diamond Match Co.* v. *Roeber* (1887), 106 Id., 473; *National Provincial Bank of England* v. *Marshall* (1888), L.R., 40 Chy.D., 112. Nor is it necessary to show that any damage has been done. A covenantee has the right to have the actual enjoyment of the property, *modo et forma*, as stipulated for by him. The mere fact that a breach of the covenant is intended, is a sufficient ground for the interference of the court by injunction: *Kirkpatrick* v. *Peshine* (1873), 9 C. E. Green (N.J.), 206.

The usual and proper equitable remedy for a breach of a negative covenant or agreement, is an injunction. This will be awarded as of course, upon proof of the complainant's right and its violation by the defendant. In some cases, the court will import a negative quality into the covenant, and enforce the right by injunction: Kerr's Injunctions in Equity, 521; *Newman* v. *Nellis* (1884), 97 N.Y., 285. Thus, in the English brewers' leases, covenants are usually inserted stipulating for the purchase from the lessor of all the beer consumed at the public house demised. Such rights will be protected by injunction, against assignees with notice, even where they extend to other public houses held by the same lessees under other landlords: *Luker* v. *Dennis* (1877), L.R., 7 Chy.D., 227; *Catt* v. *Tourle* (1869), L.R., 4 Chy. App., 654. The ground of decision is, that the grant of an exclusive right of this description, contained in a covenant, is equivalent to a negative covenant, and the cases are thus brought under the operation of the rule in *Lumley* v. *Wagner* (1852), 1 D. M. & G., 604, that wherever a court of equity has not proper jurisdiction to enforce specific performance, it operates to bind men's consciences, so far as they can be bound, to a true and literal performance of their agreements, and will not suffer them to depart from their contracts at their pleasure, leaving the party with whom they have contracted to the mere chance of any damages which a jury may give. By thus importing a negative quality into an affirmative covenant, the courts have assumed to enforce agreements of which specific performance could not be decreed: *Cooke* v. *Chilcott* (1876), L.R., 3 Chy.D., 694. The propriety and extent of this exercise of jurisdiction it is not within the scope of the present article to examine.