the covenant, in reference to its being intended to be annexed to other property, or to its being only obtained to enable the covenantee more advantageously to deal with his property, is important to be attended to. Whether the purchaser is the purchaser of all the land retained by his vendor when the covenant was entered into, is also important. If he is not, it may be important to take into consideration whether his vendor has sold off part of the land so retained, and if he has done so, whether or not he has so sold subject to a similar covenant; whether the purchaser claiming the benefit of the covenant has entered into a similar covenant may not be so important."

The Vice-Chancellor, being satisfied that the restrictive covenant was not inserted for the benefit of the particular property, but to enable the vendors to make the most of the property they retained, refused to order an injunction. This decision was affirmed by the Court of Appeals in (1879), L.R., 11 Chy.D., 866, and cited with emphatic approval in *Spicer* v. *Martin* (1888), L.R., 14 App. Cas. 12; *Master* v. *Hansard* (1876), L.R., 4 Chy.D., 718; *Badger* v. *Boardman* (1860), 16 Gray (Mass.), 559; *Tobey* v. *Moore* (1881), 130 Mass., 448; *Thurston* v. *Minke* (1870), 32 Md., 487. And where the restrictions are made for the benefit of the property, and enure in favor of the persons who become the respective owners of it, the original covenantee cannot by release discharge any part of it except such as he still retains: *Raynor* v. *Lyon* (1887), 46 Hun. (N.Y.), 227.

Title to land within the tract, for the common benefit of which the easement is created, is the only other requisite to support a prayer for an injunction to restrain a violation of the covenant by any proprietor. As restrictions of this nature are intended for the mutual protection of all the proprietors, neither privity of contract nor privity of estate is essential, and a prior may have a remedy against a subsequent purchaser of part of the same tract, even when a parol representation of a uniform building plan is the sole evidence of the contract: *Tobey* v. *Moore* (1881), 130 Mass., 448; *Talmadge* v. *The East River Bank* (1862), 26 N.Y., 105; *Gibert* v. *Peteler* (1868), 38 Id., 165; *Green* v. *Creighton* (1861), 7 R.I., 1.

It is necessary that the defendant purchase with full notice of the agreement. It is binding upon him, not because he stands as assignee of the party who made the agreement, but because he has taken the estate with notice of a valid agreement concerning it, which he cannot equitably refuse to perform: *Whitney* v. *Union Ry. Co.* (1858) 11 Gray (Mass.), 359; *Phœnix Ins. Co.*, v. *Continental Ins. Co.* (1882), 87 N.Y., 400. And slight circumstances will be construed as equivalent to notice of the existence of the equity. Thus, in *Talmadge* v. *The East River Bank*, cited above, the uniformity in the position of houses erected in the immediate neighborhood, in conformity with a general building plan, was held to be sufficient to put the purchaser on inquiry and charge him with notice. Similarly, *Salisbury* v. *Andrews* (1880), 128 Mass., 336; *Morland* v. *Cook* (1868), L.R., 6 Eq., 252.

It remains only to consider what will amount to a violation of an equitable easement, and the remedy which a court of equity will apply. The owner of the servient tenement can do no act on his land which interferes substantially with the easement, or with those rights which are requisite to the full enjoyment of its benefits; but the utmost extent of the duty which rests on the owner of the