dors reserving a similar privilege over the street in front of the plot sold; and the defendant covenanted with the vendors that he would not erect any building on the plot within the distance of six feet from the intended streets. It was held in the case Child v. Douglas (1 Ray, 560) that a subsequent purchaser of a neighboring portion of the land might obtain an injunction against the first purchaser to restrain him from infringing his covenant, and this whether the plaintiff at the time of his purchase knew of the existence of the defendant's covenant or not, as the plaintiff must be taken to have bought all the rights connected with this portion of the land, especially if he has bound himself by a similar covenant. An owner of building ground upon which the houses of uniform height and depth had been built sold it in plots, and conveyed each plot in fee, subject to a perpetual rent charge, and each purchaser covenanted with the grantor that there should be no trees or any building whatever in the garden that should exceed the level of the parlor floor; it was held (Western v. McDermitt, 2 L.R., Ch. 72) that it was a breach of covenant to erect any building above the prescribed height extending beyond the back of the house, though the ground upon which it was built was never used as a garden. Where a covenant was that "no buildings" except dwelling-houses not to cost more than £200 each to front with the road should be erected on certain land, and the defendant, having thrown the land into pleasure ground, built a garden wall alongside the road eight feet six inches high, and in one part eleven feet high, behind which part he also erected a vinery with a roof leaning against the wall; it was held (Bowes v. Law, L.R. 9, Eq. 636) that the building of the wall to the height of eight feet six inches was not a breach of covenant, but that the building of the wall to the height of eleven feet and the erection of the vinery were breaches of the covenant. The erection of wooden hoardings for the purpose of advertisement, fastened to the premises, is a breach of covenant not "to erect or make any building or erection on any part of the demised premises." But the erection of an advertisement boarding is not a breach of covenant that any "building" which should be erected on the land should be of a certain height and have a stuccoed front and slated roof, and be used only as a dwelling-house (Foster v. Fraser, [1893], 3, Ch. 158). A covenant in the purchase deed of a house in a terrace that no building shall be erected on any part of the land of the vendor lying on the other side of the terrace, and opposite to the plot of land thereby conveyed, applies only to the part of land which is immediately opposite to, and is the width of the plot conveyed. The right to a prospect can be acquired only by grant or covenant, and not by prescription. Where a lessor, pending an agreement for a building lease, represented to the intended lessee that he could not obstruct the sea view from the houses to be built by the lessee, pursuant to the proposed lease, because he himself was a lessee under a lease of 999 years, containing covenants which restricted him from so doing; but after the building lease had been taken, and the houses built upon the faith of this representation, the lessor surrendered his 999 years' lease, and took a new lease, omitting the restrictive covenants, the Court restrained him, by injunction, from building so as to obstruct the sea view.

A covenant by the lessee to "rebuild" a house on the site of the demised messuage, which he covenants to pull down, involves no obligation to build a new house in the same manner, style, and shape, or with the same elevation, as the old building. If it is intended, therefore, that the