

exclusive of land occupied thereby, and excepting suitable out-buildings or stables in the rear thereof. . . . (4) No trade or calling shall be carried on upon the said property except that of physician. . . . (6) The purchaser will commence within one year from this date and complete within reasonable time thereafter a dwelling house upon the said lands conforming with the above restrictions. . . ."

There was no covenant by Dods, as grantor, that he would be bound by any similar restrictions, or would exact similar restrictions or covenants from later purchasers of any of the remaining lots; and, although the *burden* of the restrictions and covenants was in each case to run with the particular lot conveyed, there was nothing in any of the deeds to shew that the *benefit* of the restrictions and covenants was to run with any land whatever.

On the 22nd January, 1910, Dods conveyed lot 13 on plan 1267 to Frances A. Rudd, and on the 1st August, 1912, lot 12 to George A. Rudd, each conveyance containing the words and the schedule above mentioned. These two lots had since been conveyed to the applicant corporation, which thereupon set about the erection of a church-building thereon. To this Dods and several other owners of lots on plan 1267 took objection, alleging a breach of the restrictions and covenants contained in the conveyances of lots 12 and 13—and contending that a church-building is not a private dwelling house (restriction 1).

Whether or not the method adopted by Dods made this a building scheme with reciprocal covenants and restrictions applicable, both as to benefit and burden, to every lot, and running with the land, it was not necessary to decide on this application. The absence of a reciprocal covenant on the part of the grantor may be a serious obstacle in the way of other purchasers: Page v. Campbell (1920), ante 333.

But Dods, the original grantor, was a party to this application, and, as the owner of some of the lots shewn upon the plan, was entitled to enforce the restrictions and covenants contained in the Rudd deeds.

It was not suggested that a church-building could be considered a private dwelling house within the meaning of restriction 1; but it was contended, for the applicant-corporation, that the grantor had waived that restriction by his failure to enforce the covenant contained in restriction 6. The failure to commence to build a dwelling house within one year was undoubtedly a breach of restriction 6; but no principle of law entitles a covenantor to escape from one covenant by breaking another. Standing by and allowing a purchaser to erect a building which did not comply with restriction 1 might constitute a waiver or estoppel; but the grantor might, if he wished, expressly waive No. 6 without waiving