grantee of part of the tract had been permitted to build in disregard of the restriction. Lord Chancellor Eldon said-

"Every relaxation which the plaintiff has permitted, in allowing houses to be built in violation of the covenant, amounts pro tanto to a dispensation of the obligation intended to be contracted by it. Very little in cases of the by it. Very little, in cases of this nature, is sufficient to show acquiescence; and courts of equity will not interfere unless the great and courts of equity. will not interfere unless the most active diligence has been exerted throughout the whole proceeding. . . . In every case of this sort, the party injured is bound to make immediate applicate to the court in the first instance and tion to the court in the first instance; and cannot permit money to be expended by a person, though he has notice of the assumption of the though he has notice of the covenant, and then apply for an injunction. Taking all the circumstances together the normission to be stances together the normission to be stances. stances together, the permission to build contrary to the covenant, and the laying by, four or five months, before filing the bill this is not months, before filing the bill, this is not a case in which a court of equity ought to interfere by junction, but the plaintiff much he left in the plaintif junction, but the plaintiff must be left to his remedy at law."

So, also, Peek v. Matthews (1867), L.R., 3 Eq., 515; Gaskin v. Balls (1879), L.R., 13 Chy. D., 324; Eastwood v. Lever (1863), 4 DeG., J. & S., 114; Child v. Douglass (1854), 5 DeG., M. & G., 739.

The waiver relied upon, must be in respect of a material violation of the coverant. In Games and Charles and the coverant of t enant. In German v. Chapman (1877), L.R., 7 Chy. D., 271, the law is recommized to be as stated in Parkers. nized to be, as stated in Roper v. Williams, that-

"If there is a general scheme for the benefit of a great number of persons, and then, either by permission or acquiescence, or by a long chain of things, the property has been either entirely, so substantially changed as that the ment of things are property has been either entirely, so substantially changed as that the ment of things are property has been either entirely. so substantially changed, as that the whole character of the place or neighbourhood has been altered, so that the whole object for which the course altered, so that the whole object for which the covenant was originally entered into, must be considered to be at an end, then the covenant was originally entered into, must be covenant was originally entered into at an end of the covenant was originally entered into a coven sidered to be at an end, then the covenantee is not allowed to come into the court for the purpose merely of harassing and annoving some periodical annoving some periodica merely of harassing and annoying some particular man, where the court could see he was doing it bona fide, for the purpose of effection the chiral was a limited to the court could see he was all was a limited to the court could see he was not allowed to come into the court for the purpose of effection the chiral was a limited to the court could see he was not allowed to come into the court for the purpose of effection the court could see he was not allowed to come into the court for the purpose of effection the court could see he was not allowed to come into the court for the purpose of effection doing it bona fide, for the purpose of effecting the object for which the covenant was originally entered into."

The Court (in German v. Chapman) then proceeded—

"That is very different from the case we have before us, where the plaintiff says that in ticular spot, far away from this place and are intention." particular spot, far away from this place, and not interfering at all with the general scheme, he has, under particular circumstances allowed a maintain at all with the general scheme, has, under particular circumstances, allowed a waiver of the covenant. I think it would be monstrous thing to say that nobody could do an act of the covenant. monstrous thing to say that nobody could do an act of kindness, or that any vendor of an estate who had taken covenants of this kind from several nearest new transfer of the covenants of this kind from several nearest near who had taken covenants of this kind from several persons, could not do an act of kindness, from any motive whatever, relax in any single instance. from any motive whatever, relax in any single instance any of these covenants, without destroying the whole effect of the stipulations which other people had in this very case, application was made to the plaintiff for a waiver. It would be monstrous suppose, if he had acceded to that application that the therefore the therefore the therefore the suppose is the suppose that the suppose is the suppose that the suppose is the suppose that the suppose is the suppose is the suppose is the suppose in the suppose in the suppose is the suppose in the suppose is the suppose in the suppose in the suppose is the suppose in the suppose in the suppose is the suppose in the suppose in the suppose is the suppose in the suppose in the suppose in the suppose is the suppose in the suppose in the suppose is the suppose in the suppose in the suppose is the suppose in the suppose in the suppose is the suppose in the suppose is the suppose in the suppose in the suppose is the suppose in the suppose in the suppose is the supp suppose, if he had acceded to that application, that therefore he was, by the mere act of kindness to the defendants themselves, destroving the whole benefit to the defendants themselves, destroying the whole benefit of the covenants as to all the rest of the estate."

The same ruling in Western v. Macdermott (1866), L.R., I Eq., 499, Giffing rmed on appeal (1866), I.P. and the same ruling in Western v. Macdermott (1866), L.R., I Eq., 499, Giffing rmed on appeal (1866), I.P. and the same ruling in Western v. Macdermott (1866), L.R., I Eq., 499, Giffing rmed on appeal (1866), I.P. and the same ruling in Western v. Macdermott (1866), L.R., I Eq., 499, Giffing rmed on appeal (1866), I.P. and the same ruling in Western v. Macdermott (1866), L.R., I Eq., 499, Giffing rmed on appeal (1866), I.P. and the same ruling in Western v. Macdermott (1866), I.P. and the affirmed on appeal (1866), L.R., 2 Chy. App., 72; Kent v. Sober (1851), 1 N.S., 517. N.S., 517.

Where a contingency has happened, not within the contemplation of the parties, which imposes upon the property and the proper ties, which imposes upon the property a condition frustrating the scheme devised by them, and defeating the object of the results of the resu by them, and defeating the object of the covenant, thus rendering its enforcement oppressive and inequitable a second control of the covenant. ment oppressive and inequitable, a court of equity will not decree such enforcement. In Trustees of Columbia College 2 ment. In Trustees of Columbia College v. Thatcher (1881), 87 N.Y., 311, part covenant was not to erect establish covenant was not to erect, establish or carry on in any manner, on any part of the said lands, any stable school box of the said lands, any stable, school-house, engine-house, tenement or