object which they were designed to accomplish: Ex p. Birrell, In re Bowie, 16 Ch.D. 484; and the language used is to be read in "an ordinary and popular, and not in a legal and technical, sense:" per Collins, L.J., in Rogers v. Hosegood, [1900] 2 Ch. 388, 409.

I have no doubt that the use of the three-suite dwelling-house for the purpose for which it is designed would be a use for residential purposes, and not for the purpose of a business or trade, within the meaning of the covenants.

There are some observations of Farwell, J., in Rogers v. Hosegood, at p. 394, indicating that, in his opinion, if a large building which is to be used as thirty or forty separate residential flats could be regarded as a private residence, the owner would be carrying on the trade of letting apartments. It may be that he was of that opinion because of the large number of separate flats; but, however, that may be, I am, with great respect, of a contrary opinion. It would be rather a surprise to an owner of houses who lets them to tenants, to be told that he was carrying on the trade of letting houses; and, if such a person does not, as I think he does not, carry on that trade, I do not see how the case is differed where, instead of letting separate houses, he lets separate flats in one house.

I have had more difficulty in reaching a conclusion as to whether or not the erection of a three-suite dwelling-house, where the suites are intended to be separately let and separately occupied, would constitute a breach of the covenant that every residence erected on the land shall be a detached house; but my conclusion is, that it would not.

The cases draw a distinction between a covenant of this nature, which deals only with the character of the physical structure which is prohibited, and one which deals with the internal arrangement of the structure or the purpose for which it is used; but the line of demarcation between the two covenants is not well-defined. . . .

[Reference to Attorney-General v. Mutual Tontine Co., 1 Ex. D. 469; Yorkshire Insurance Co. v. Clayton, 8 Q.B.D. 421, 424; Grant v. Langston, [1900] A.C. 383; Kimber v. Admans, [1900] 1 Ch. 412; Rogers v. Hosegood, [1900] 2 Ch. 388; Airdrie v. Flanagan, 43 Sc. L.R. 422; Bristol Guardians v. Bristol Waterworks Co., 28 Times L.R. 33, [1911] W.N. 208; Ilford Park Estates Limited v. Jacobs, [1903] 2 Ch. 522.]

In my opinion, the determining factor in Rogers v. Hosegood was the use of the word "private" qualifying the word "re-