

instance. What was done here would appear to be sufficient under the English decisions—but the language of our Rule carries the compass of business over a larger area than the English practice.

The Master's order should be affirmed with costs in the cause to the plaintiffs.

BOYD, C.

MAY 27TH, 1914.

HEWARD v. LYNCH.

Vendor and Purchaser—Agreement for Sale of Land—Restrictions as to Use—Possession Taken by Purchaser—Default in Payment of Purchase-money—Injunction against Removal of Gravel—Forfeiture—Relief against—Terms—Restriction of Excavation—Declaration—Payment of Purchase-money—Costs.

Action to recover possession of land, for an injunction restraining the defendant from removing gravel therefrom, and for a declaration of forfeiture of the rights of the defendant under an agreement for the sale of the land to him.

A. H. F. Lefroy, K.C., for the plaintiff.

A. F. Lobb, K.C., for the defendant.

BOYD, C.:—According to the agreement for sale, the purchaser was to pay by instalments in four years, and then to receive a deed of the land, with certain covenants specified in the writing. It is to be inferred that the whole plot, laid out in lots, was to be occupied by residences, but beyond that there are no restrictions relating to the taking or excavating gravel. There is no express provision for occupation of the premises pending completion of payment, though that may be inferred; and there is certainly no term authorising the purchaser, pending the completion of the contract, to haul off and convert to his own use parts of the premises consisting of gravel. That act was a spoliation of the land, and to be enjoined against at the instance of the vendor. A fortiori, there was no right to remove gravel after default had been made in payment. Default was made, and the vendor exercised his right under the