

On the other hand, it was quite conceivable that Louisa Standish, while she held any of the lots unsold, desired to protect her interests, by prohibiting, so far as the covenants of her several purchasers could give her protection, the use by the purchasers of the lands so purchased by them otherwise than in accordance with the covenants. The separate and distinct covenants by each purchaser gave her such protection in respect to the land conveyed to that purchaser; and, the covenants by each purchaser being without any reference to or suggestion of reciprocal rights and obligations as between that purchaser and the purchasers of other lots or parcels, there was no implication that any such rights and obligations arose or were intended to be established.

There was no legal obstacle in the way of Louisa Standish releasing the purchaser's covenants contained in the conveyance to Robinson; and giving this release after she had parted with the other lots was consistent with the view that she exacted the covenants in the first place in her own personal interests and not as establishing a building scheme over the whole area embraced in the plan. See *Reid v. Bickerstaff*, [1909] 2 Ch. 305; Halsbury's *Laws of England*, vol. 25, p. 458.

On the material submitted the learned Judge was of opinion that the objection raised by the purchaser to the covenants referred to in the solicitor's affidavits was not a sufficient ground for rejecting the vendor's title. There should be no order as to costs.

LENNOX, J.

APRIL 8TH, 1920.

GOODALL v. SMOKE.

Husband and Wife—Ante-nuptial Agreement—Money Contributed by Wife towards Purchase-money of Home—Death of Husband—Promise of Husband to Make Will in Favour of Wife—Agreement Made in Contemplation of Marriage—Statute of Frauds—Ontario Evidence Act, sec. 12—Action against Executors—Evidence—Corroboration—Costs.

Action by the widow of John Goodall against the executors of his will for specific performance of an alleged agreement (not in writing) entered into between the plaintiff and her deceased husband before marriage.

The action was tried without a jury at St. Catharines.
A. C. Kingstone and M. A. Seymour, for the plaintiff.
Thomas Hobson, K.C., for the defendants.