
ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

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BUILDING ESTATE—RESTRICTIVE COVENANTS—SALE SCHEME OF PART OF ESTATE
—ACQUIESCENCE—INJUNCTION.

Knight v. Simmonds, (1896) 1 Ch. 653, was an action to enforce restrictive covenants by the purchasers of part of a building estate, which had been put up for sale by auction in 1852, subject to conditions which prohibited any trade or business on any lot, and required that on certain lots the value of a single house should not be less than £600, and of a pair of semi-detached villas should not be less than £900. A., through whom the plaintiff Knight claimed, purchased one of the lots and covenanted with the vendor in the terms of the conditions, but qualified by the words "without the previous consent in writing of the vendor, his heirs, appointees or assigns." In 1881, Knight acquired part of this lot and built a house in accordance with the conditions. In 1853 some of the lots which remained unsold at the auction were bought by Buckle & Philips, subject to the same conditions. They subdivided their purchase into numerous small lots and sold them subject to conditions which required each purchaser to covenant to keep up the residential character of the estate, and based in the main on the original conditions, but modified to this extent that instead of providing that no trade should be carried on, they provided that no trade should be carried on which should be "noisy, noxious, dangerous or offensive to the neighborhood, or to the owners or occupiers of any of the land, or in anywise injurious to the same land or any part thereof." The plaintiff Williams bought a lot from Buckle & Philips with notice of the original restrictions, and built a house of more than the covenanted value. The defendant subsequently acquired other two lots, with notice of the original restrictions and also subject to the covenant required by Buckle & Philips. On these two lots the defend-