house should be rebuilt in the same style, the covenant should be so framed as to clearly express this agreement. Bay windows carried from the foundation to the roof, and projecting three feet beyond the line of existing houses are a breach of covenant not to erect any "building" nearer to the road than the line of frontage of the then present houses in that road, and to observe the straight line of frontage with the line of the houses. Where, at the date of the covenant, the houses were already built, and the covenant prohibited any trees or buildings whatsoever in the garden exceeding a certain height, it was held that "garden" meant the whole space from the back wall of the house to the extremity of the plot, although not used as a garden, and that a bow of eight feet at the rear of the house, and above the prohibited height, was a violation of the covenant. If building land is to be laid out with private residences, a covenant is inserted to restrain the lessee from erecting any buildings on the premises to be used for carrying on trades or businesses generally or to particular businesses. A covenant restrictive of the user of premises is not void as being in restraint of trade; such a covenant in a lease runs with the land. A covenant not to carry on any trade, business, or calling in a house, or to otherwise use or suffer to be used, to the annoyance, nuisance, or injury of any of the houses of the estate, is broken by carrying on a girl's school, and the covenantee does not waive the benefit of the covenant though he has permitted other houses held under the like covenant to be used as schools (Kemp v. Sober, 1 Sim. N.S 516; Johnstone v. Hall, 2 C. and J. 414). The object of the covenant, sometimes, is to restrain the erection of buildings for the purpose of carrying on certain specified trades or businesses only, and in such cases questions may arise as to whether a particular trade is within the meaning of the covenant. Such a prohibition goes only to those trades or businesses which are actually specified, and implies that other trades may be carried on. The test whether a covenant not to carry on a "similar business" to that of the lessor has or has not been broken, is whether the one business is sufficiently like the other to compete with it. A covenant that land should not be used "as a site for any hotel, tavern, public-house, or beerhouse," nor "should the trade or calling of an hotel or tavern keeper, publican or beershop keeper, or seller by retail of wine, beer, spirits, or spirituous liquors" be "used, exercised, or carried on at or upon" the same is not broken by the sale of wines and liquors in bottle by a grocer in the course of his trade. Nor is a covenant not to use premises as a public-house, inn, tavern, or beershop, or for the sale of wine and liquor, broken by the sale to members of a club for the benefit of the club held on the premises. Nor, apparently, by the user as a private hotel—i.e. by sale only to guests and travellers staying at the hotel. But a covenant to use the premises "as and for offices, and the storage of wines and liquors only," is broken by selling wine by the glass; and a covenant not to permit any house to be used as a beershop or public-house is broken by the sale of beer in the shop, in pursuance of an Excise retail of beer to be consumed off the premises.

If the covenant provide against the exercise of certain trades or businesses, specifying them, "or any other offensive trade," omitting the words "or business," the Court will not extend to the word "trade" in the latter part of the sentence the meaning of the word "business" in the former part; but will treat the word "trade" as applicable to the dealing by buying and selling only, for every business is not a trade, though every trade is a business. In