RESTRICTIVE COVENANT—BUILDING SCHEME—ALTERATION OF CHARACTER OF NEIGHBOURHOOD—ACQUIESCENCE IN BREACHES—RIGHT TO ENFORCE RESTRICTIVE COVENANT.

Osborne v. *Bradley* (1903) 2 Ch. 446, was an action to enforce a restrictive covenant against using property otherwise than for residential purposes. The plaintiff sold a plot of land to the defendant and took the covenant in question that houses erected thereon should be for private residences only. The covenant was contained in a printed form of agreement which the plaintiff used in selling many other plots, part of the same estate; it contained a power to the vendor to waive or vary the covenants. No plan was produced to the defendant shewing what property was affected by similar covenants. The plaintiff afterwards built, or allowed to be built, a number of shops on the adjoining plots, and acquiesced in slight breaches of covenant in respect of the defendant's land. The defendant having begun to alter two houses erected on his land into shops, the action was brought. The defendant resisted the plaintiff's claim on the ground that the covenant was given as part of a building scheme, which had been departed from by other owners of land included in the scheme with the consent of the covenantee, and therefore that he (defendant) was no longer bound by the covenant, but Farwell, J., held that no building scheme had been proved to exist, and that the covenant was one for the plaintiff's own benefit and as such he was entitled to enforce it, notwithstanding the change in the character of the neighbourhood caused by his own acts or acquiescence, and his acquiescence in minor breaches of the defendant's covenant.

WILL—ABSOLUTE GIFT—GIFT OVER ON ABSOLUTE DONEE DYING INTESTATE AND CHILDLESS—REPUGNANCY.

In re Dixon, Dixon v. *Charlesworth* (1903) 2 Ch. 458, Eady, J., decided that where an absolute gift in a will is followed by a gift over in the event of the donee dying "without a will and childless" that the gift over is void for repugnancy. He says: "If the word 'childless' stood alone, then whether it meant 'without leaving' or 'without having had a child,' the gift over might be valid. But as it is annexed to the repugnant condition of dying 'without a will,' the entire gift over is void for repugnancy."