we have advocates of the view that, as its name plainly suggests, the action of Covenant was an inheritance from the law of Real Property (*a*). However this may be, it is abundantly clear that although the action as it first appears on the plea-rolls relates wholly to contracts in respect of land—the earliest conventions being leases of land for life or years—attempts were subsequently made to extend the scope of the action to other classes of conventions. Indeed we have a declaration in the Statute of Wales (A.D. 1284) that the list of enforceable conventions at that time was so great that they could not be enumerated. But these efforts at generalization were effectually nipped in the bud by the stringent rule of evidence in the King's Court, formulated about the middle of the fourteenth century, which regarded a sealed writing as the only admissible proof of a 'convention' between the parties to the action (*b*). Thus the operation of the formal contract in the action of Covenant did little to advance a general theory of contractual obligation in the Common Law. But this much must be said for it, namely, that it marks the first step in the march of English jural conceptions from the pseudo-contracts, both real and formal, of Debt, to the true contract derived from Agreement as it obtains in the Civil Law.

It is interesting to note in the early history of procedure how continually the more liberal-minded of the English judges fretted against the restriction of the seal in actions of Covenant, and how many unsuccessful attempts were made to throw open the doors of the remedy to contracts generally. Three centuries after the rule of procedure above referred to had been formulated, and long after the sealed convention had been accorded a distinctive place in substantive law, we find two great judges in the Court of King's Bench (*c*) espousing the heterodox view that a seal was not necessary to give validity to a written promise without consideration; in other words, that there could be no 'nudum pactum' in writing. As might have been expected, however, this 'merveillous ley' was soon repudiated. In *Rann* v. *Hughes* (*d*) it was

(*a*) Cf. Prof. Salmon's Hist. Contr. 3 Law Quart. Rev. 169; Digby's Hist. Law Real Prop., 4th ed. 175.

(*b*) Y.B. 21 Edw. III, 7-20.

(*c*) In *Pillans* v. *Van Mierop*, 3 Burr. at pp. 1669-1671.

(*d*) 7 T.R. at p. 351.