STATUTE OF LIMITATIONS—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT., C. 57), S. 8—MONEY CHARGED UPON LAND—TENANT FOR LIFE—PRESUMPTION OF PAYMENT OF INTEREST.

In re England, Steward v. *England*, (1895) 2 Ch. 100; 13 R. May 248, a somewhat novel point, arising under the Statute of Limitations, is decided. A testator, in his lifetime, covenanted for the payment of a sum of money after his death, to be held upon trusts, under which his son was tenant for life, and charged the same with interest upon certain land. By his will he devised this land, subject to the charge, to his son in fee. The money was never raised, but the son went into possession of the land, and for more than twelve years received the rents and profits. The land had become depreciated in value, and it was doubtful whether it would now produce the amount of the charge. The present proceedings were instituted by the persons entitled to the benefit of the covenant in order to have it determined whether the testator's residuary personal estate was still liable under the covenant of the testator. It was contended on behalf of the plaintiff that the son, as devisee of the land, was bound to keep down the interest, and, as he was himself entitled to the income as tenant for life, it must be presumed that he had paid the interest, and that such presumed payment of interest on the charge prevented the Statute of Limitations from running in favour of the personal representative of the covenantor. But Kekewich, J., was of opinion that the son, as tenant in fee, owed no duty to those entitled to the benefit of the covenant, and, even if he could be presumed to have paid himself the interest on the charge, such presumed payment could not prevent the statute from running in favour of the personal representative. He considered that as it had been decided in *Cooke* v. *Cresswell*, 2 Eq. 106; 2 Ch. 112, that a payment by the personal representative would not keep alive a charge against the realty, so neither could a payment by a devisee keep alive a claim against the personal estate.

PRACTICE—DISCOVERY.

In the case of *Alliott* v. *Smith*, (1895) 2 Ch. 111, Kekewich, J., held that executors examined for discovery as to trust funds alleged to have been received by their testator were not bound to make inquiries of the testator's bankers in order to