ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

STATUTE OF LIMITATIONS—MORTGAGE OF REVERSIONARY INTEREST IN PROCEEDS OF SALE OF LAND—COVENANT IN MORTGAGE DEED—"MONEY CHARGED ON LAND"—REAL PROPERTY LIMITATION ACT 1874 (37 & 38 VICT., C. 57) S. 8—(R.S.O. C. 133, S. 23.)

Kirkland v. *Peatfield* (1903), 1 K.B. 756, is another case following *Sulton* v. *Sutton*, 22 Ch. D. 511, and *Re Frisby* (1899), 43 Ch. D. 156, in which the English Courts have placed a different construction to that of our Ontario Courts on corresponding sections of the Real Property Limitation Act. In England, as in Ontario, the ordinary period of limitation for bringing an action on a covenant is twenty years. In England, as in Ontario, the period of limitation for bringing actions to recover money charged on land was shortened in England to twelve and in Ontario to ten years. In England it has been held that the shortened period of limitation applies to actions on covenants for the payment of money secured on land. In Ontario, on the other hand, it has been held that the shortened period merely applies to actions to recover money out of land, but not to the personal remedy on the covenant, which is still twenty years whether the money payable under the covenant be charged on land or not: see *Allan* v. *McTavish*, 2 A.R. 278; *Boice* v. *O'Loane*, 3 A.R. 167; *McMahon* v. *Spence*, 13 A.R. 430. In the present case it was contended that the previous decisions did not apply because the mortgage in which the covenant was contained was a mortgage of a reversionary interest in the proceeds of land directed to be sold, and was therefor a mortgage of personalty. Wright, J., however, held that the mortgage was in effect a mortgage of land, and that the twelve-year limitation applied, and the fact that the mortgage was of a reversionary interest made no difference.

CORPORATION—CONTRACT NOT UNDER SEAL—EXECUTED CONSIDERATION—CONTRACT TO PAY IMPLIED FROM ACCEPTANCE OF BENEFIT.

Lawford v. *The Billericay Council* (1903), 1 K.B., 772, is one of that class of cases which determines that a corporation may in