

a vessel called the *Devon*, procured by the Houlders and belonging to another company on the terms of the first mentioned contract. This cargo was shipped and the master of the *Devon* signed the bills of lading in respect of it. The cargo was damaged owing to the alleged unseaworthiness of the *Devon*. The plaintiffs joined both the Houlders and the owners of the *Devon* as defendants, claiming against the former under the contract above mentioned and against the latter on the bills of lading. On a motion by the owners of the *Devon* to strike out their names as defendants, as having been improperly joined, Hamilton, J., ordered their names to be struck out, but on appeal the Court of Appeal (Williams, Moulton and Buckley, L.JJ), reversed his order, holding that in the circumstances the defendants were properly joined, and that it was not necessary in order to join the applicants as defendants that the cause of action against them and their co-defendants should be identical, but that it was sufficient that though technically different in form the causes of action were substantially the same.

LIMITATION OF ACTION—RENT CHARGE—PERSONAL COVENANT TO PAY—CIVIL PROCEDURE ACT, 1833 (3-4 WM. IV. c. 42), s. 3—REAL PROPERTY LIMITATION ACT, 1874 (37-38 VICT. c. 57), s. 1—(10 EDW. VII. c. 34, SS. 5, 49 (ONT.)).

*Shaw v. Crompton* (1910) 2 K.B. 370 was an action to enforce a covenant for payment of a yearly rent charge. There had been no payment of the rent charge since September, 1893, and owing to the twelve years' limitation imposed by the Real Property Limitation Act, 1784 (37 & 38 Vict. c. 57), s. 1 (which in Ontario is ten years, see 10 Edw. VII. c. 34, s. 5), the charge as against the land was barred and extinguished; but it was contended by the plaintiff that the twenty-year limitation for actions on covenant, 3-4 Wm. IV. c. 42, s. 3 (10 Edw. VII. c. 34, s. 49 (Ont.)), not having expired he was entitled to maintain the action, but Bray, J., held (following *Sutton v. Sutton*, 22 Ch. D. 511), that the remedy against the land being barred, the remedy on the covenant was also gone. We may note that the Court of Appeal for Ontario in *Allan v. McTavish*, 2 A.R. 278, came to a different conclusion on the like facts, and consequently *Sutton v. Sutton* has not been followed in Ontario: see *Macdonald v. Macdonald*, 11 Ont. 187; *McDonald v. Elliott*, 12 Ont. 98, 22 C.L.J. 229.