devised the house to one person and the field to another, and it was held by Chitty, J., that the devisee of the field could not interfere with the access of light to the house. How far this case would be now authority in this Province would have to be considered in connection with R.S.O., c. 111, s. 36. It is probable that the section only prevents the acquisition of an easement of light by prescription, and would not be found to interfere with its acquisition by implied or express grant, or devise.

The Law Reports for February comprise (1892) 1 Q.B., pp. 121-272; (1892) P., pp. 17-68; (1892) 1 Ch., pp. 57-100.

STATUTE OF LIMITATIONS—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT., C. 57), S. 8—(R.S.O., C. 111, S. 23)—"JUDGMENT."

Hebblethwaite v. *Peever* (1892), 1 Q.B. 124, is a decision of Collins, J., upon the construction of s. 8 of the Real Property Limitation Act of 1874, and draws attention to a material variance between the English Act and R.S.O., c. 111, s. 23. The former reads: "No action * * shall be brought to recover any sum of money secured by any mortgage judgment or lien, or otherwise charged upon or payable out of any land, etc., but within twelve years, etc." The R.S.O., on the other hand, omits the word "judgment." The question in the present case was whether a judgment recovered in 1871, which was not in any way a charge upon the land of the debtor, was barred by s. 8. Collins, J., held that it was, because the section applied to all judgments, and not merely to those which had been made a charge on land. Having regard to R.S.O., c. 60, s. 1, s-s. 1, it would seem that in Ontario the period of limitation for bringing an action on a judgment is still twenty years; and see *Allan* v. *McTavish*, 2 Ont. App. 278; *Boice* v. *O'Loane*, 3 Ont. App. 167; *McMahon* v. *Spencer*, 13 Ont. App. 430.

DAMAGES—PENALTY—LIQUIDATED DAMAGES—SUM PAYABLE IN ONE EVENT ONLY—NON-COMPLETION OF WORKS BY DAY SPECIFIED.

In *Law* v. *Redditch* (1892), 1 Q.B. 127, the circumstances under which a stipulation for the payment of a sum in the event of default of performance of work within a specified time is to be regarded as a stipulation for liquidated damages is discussed. The contract in this case was for the construction of sewerage works, and it provided that the works should in all respects be completed and cleared of implements, rubbish, etc., by a specified day, and in default of "such completion" the contractor should forfeit and pay the sum of £100 and £5 per day for every seven days during which the works should be incomplete after the said date as and for liquidated damages. It was argued for the plaintiffs, the contractors, that the default provided for was a number of different things of varying degrees of importance, and therefore the amount named as liquidated damages was to be treated as a penalty according to the decisions in *Sloman* v. *Walter*, 2 W. & T., 6th ed. 1257, and *Kemble* v. *Farren*, 6 Bing. 141. The Court of Appeal (Lord Esher, M.R., Lopes and Kay, L.JJ.), however, agreed with