

### REVIEW OF CURRENT ENGLISH CASES.

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#### PRIZE COURT—SEIZURE OF GOODS OF ENEMY FIRM—GOODS SHIPPED BEFORE OUTBREAK OF WAR—SHARE OF NEUTRAL PARTNER.

*The Anglo-Mexican* (1916) P. 112. This was a suit for condemnation of a prize cargo. The goods were shipped before the war to an enemy firm, of which one of the members was a neutral. This partner did nothing to prevent delivery of the cargo to the enemy firm, but allowed matters to take their course, without actively assisting to procure delivery to the firm after the war broke out. Evans, P.P.D., held that the right of the neutral partner to have his share of the proceeds of the sale of the cargo, had not been lost; that while a British subject is bound not to do anything which might amount to trading with the enemy, or to have any business intercourse with him, there is no such duty upon a neutral, who is entitled to protection so long as he does not, after war, actively further or facilitate the delivery of goods to an enemy firm.

#### MORTGAGE—FORECLOSURE ACTION—DATE OF ACCRUAL OF RIGHT OF ACTION—"OTHER FUTURE ESTATE OR INTEREST"—LEASE OF PROPERTY PRIOR TO MORTGAGE—RENT PAID IN ADVANCE—REAL PROPERTY LIMITATION ACT 1833 (3-4 W. 4, c. 27), s. 3—REAL PROPERTY LIMITATION ACT 1874 (37-38 VICT. c. 57), ss. 1, 2, 3—(R.S.O. c. 75, ss. 6 (11), 20).

*Wakefield and Barnsley Union Bank v. Yates* (1916) 1 Ch. 452. This was an action for foreclosure and the question was whether or not the plaintiffs were not barred by the Statute of Limitations. The mortgaged land was at the date of the mortgage, 1897, subject to a lease for 21 years from July 20, 1896, and the yearly rent of £50 had been paid in advance up to January 29, 1914. The property was conveyed in fee to the mortgagee subject to the lease to secure moneys payable on demand; and no payment or acknowledgment had been made or given since July, 1903. The action was commenced on January 15, 1916. The plaintiffs claimed that the interest claimed was "an estate or interest in reversion or remainder, or other future estate or interest" within the meaning of the *Real Property Limitation Act*, 1833, s. 3 (see R.S.O. c. 75 s. 6 (11)), and therefore the time for bringing an action was not barred by lapse of time, and