

The plaintiff had made a payment on the shares, and the company threatened to forfeit the shares pending the action for nonpayment of a call, the plaintiff therefore applied for an interim injunction to restrain the forfeiture pending the action, and it was granted by Neville, J., on the terms of the plaintiff giving the usual undertaking as to damages, and paying into court the amount of the call with interest.

ADMINISTRATION—STATUTE BARRED DEBT—RESIDUARY LEGATEE,
ALSO RESIDUARY LEGATEE OF DEBTOR'S ESTATE.

In re Bruce, Lawford v. Bruce (1908) 1 Ch. 850 was an application to determine whether a legatee of a share in a testator's estate, was obliged to bring into account a debt owed to the testator by an estate of which he was also residuary legatee, and which was barred by the Statute of Limitations. The testator A. died in 1882 leaving James Bruce a share of his residuary estate. In 1878 the testator had lent his sister Emily £200 at 5 per cent. interest, but no payment or acknowledgment had been made on account of either principal or interest since November, 1880. Emily died in 1903 and James Bruce was also her residuary legatee and as such received from her estate £5,000. Was he, or was he not, bound to give credit for the £200 and interest at 5 per cent. from November, 1880, in respect of his share in the residue of the estate of testator A.? Neville, J., on the authority of *Courtenay v. Williams* (1844) 2 Hare 539; (1846) 15 L.J. Ch. 204 held that he was bound, and that the other residuary legatees of that estate were entitled to say to him "to the extent of the debt and interest in your hands you must pay yourself on account of your share in the residue of the testator's estate."

JURISDICTION—PARTIES RESIDENT IN ENGLAND—LAND SUBJECT
OF ACTION SITUATE IN FOREIGN COUNTRY.

Deschamps v. Miller (1908) 2 Ch. 856. The action was brought by the plaintiff as issue of a French marriage claiming title thereunder to lands in India. The father and mother were domiciled in France and were there married in 1831, and by the marriage contract it was provided that the marriage should be governed by the regime dotal. Under this the plaintiff claimed that his mother was entitled to one-half of the after-acquired property. The father and mother went to live in India and the father acquired property in Madras. In 1865