

tation is subject to an exception in favour of children taking an interest under the deed. In this case a separation deed had been made and thereby the husband had assigned property to trustees for his wife for life, and after death, for the benefit of the existing children of the marriage. The parties afterwards resumed co-habitation, and Kekewich, J., held that the settlement in favour of the children was not affected thereby.

HUSBAND AND WIFE—MARRIAGE—EVIDENCE OF MARRIAGE—PRESUMPTION FROM CO-HABITATION.

In re Shepherd, George v. Thyer (1904) 1 Ch. 456. A summary application to determine the question of legitimacy. The parties in question were the children of an English man and woman who, in 1873, left England for France, with the intention of getting married. They landed in France, travelled some distance on the railway and then went through a form of marriage. Neither of them could recollect the name of the town where they landed, or the place where the alleged marriage took place, and neither of them knew the French language. The marriage was arranged by a lady, who took them to the place where they were married, and witnessed the marriage, but she had been dead many years. The ceremony was performed in French. The alleged wife said that she did not sign any document but put on a ring. They returned to England and ever since three weeks after their return, in 1873, had lived together as man and wife, and had issue nine children, of whom six were living, whose legitimacy was in question. On this state of facts Kekewich, J., held that even assuming that the alleged marriage was impossible, according to French law and the habits of law abiding people in France, yet that was not sufficient to rebut the legal presumption in favour of their having been a valid marriage arising from the long-continued co-habitation of the parties as man and wife and, therefore, gave judgment in favour of the legitimacy of the children.

VENDOR AND PURCHASER—VENDOR RECEIVING RENTS AFTER DATE FOR COMPLETION—APPROPRIATION OF PAYMENTS—ARREARS OF RENT DUE BEFORE DATE FIXED FOR COMPLETION, BUT PAID AFTERWARDS.

In *Plews v. Samuel* (1904) 1 Ch. 464, Kekewich, J., decided that where a vendor continued in possession of the property sold after the day fixed for completion, and received rents, he was not