mind, and one of his sons arranged with the bank to continue the lunatic's banking account and to draw upon it on behalf of the lunatic for the maintenance of the lunatic and his family, and for the necessary outgoings of the estate. At the death of the lunatic his banking account was overdrawn, and the bank claimed to prove for the amount of the overdraft and for the usual bank charges for interest and commission. Neville, J., held that although the bank were not creditors of the lunatic they were entitled under the doctrine of subrogation to stand in the shoes of creditors paid by the son out of the moneys advanced by the bank for necessaries supplied to the lunatic and his family, and for the necessary outgoings of his estate; but not for interest and commission on the overdraft; also that necessaries might include moneys properly applied in payment of interest on mortgages, repairs, insurance and rent audit expenses. Another person claimed to prove in respect of a statute barred debt, which the executors had entered in the list of the testator's debts scheduled to their affidavits for probate. It was claimed that this amounted to an acknowledgment so as to prevent the bar of the Statute of Limitations. But Eve, J., held that to be effective the acknowledgment must be to the creditor, and the entry in the schedule therefore was not sufficient, and that *Smith* v. *Poole* 12 Sim. 17, to the contrary is not law.

WILL—DEMONSTRATIVE LEGACY—REVERSIONARY FUND—NO TIME OF PAYMENT FIXED BY WILL—TIME FROM WHICH INTEREST BEGINS TO RUN.

In re Walford, Kenyon v. *Walford* (1912) 1 Ch. 219. The question in this case was from what time interest began to run on a legacy. By his will the testator bequeathed to his sister in the following terms: "the sum of £10,000 as her sole and absolute property to be paid out of the estate and effects inherited by me from my mother." The testator died in 1903. All the property he was entitled to under his mother's will was reversionary expectant on the death of his father who died in 1910. Reversing the judgment of Joyce, J., the Court of Appeal (Cozens-Hardy, M.R., Moulton, and Farwell, L.JJ.) held that the legacy was demonstrative, and no time being named for payment, and nothing directing payment only when the reversion fell in, the legacy bore interest a year from the testator's death, notwithstanding that the fund out of which it was primarily payable was reversionary.