

England, have long since been placed beyond the region of controversy, and that was, whether there is any maritime lien for ordinary towage services rendered to a ship? It is somewhat surprising to find that there appears to be hardly any direct authority on the point. Kay, J., determined that there is no lien for such services.

WILL—DEVISE—CONTINGENT REMAINDER—PERPETUITY—REMOTENESS—POSSIBILITY UPON A POSSIBILITY.

*In re Frost*: *Frost v. Frost*, 43 Chy.D., 246, is a case upon the construction of a will, made by the testator in 1870, and who died the same year, by which a freehold estate was limited to trustees for his daughter E. for life, and after her death, "to the use of any husband whom she may hereafter marry" for his life; and after the death of the survivor of them, to the use of the children of his daughter, as she should appoint, and in default of appointment, to the use of all the children of the daughter who should be living at the death of her and her husband, or should have previously died leaving issue then living; but in case no child of his daughter should be living at the death of such survivor, or should have previously died leaving issue then living, then to the use of such of the testators and of his other daughters as should be then living, or should have previously died leaving issue then living, in equal shares. The will contained a residuary devise. The daughter E. was a spinster at the testator's death, but in 1872 married, and died shortly afterwards without issue. Her husband died in 1888. Kay, J., held that the limitations subsequent to the life estate to the daughter's husband were void for remoteness, and that on his death the estate passed under the residuary devise. He points out that the estate to the trustees was only for the life of E., and that consequently on her death the subsequent limitations to the husband and those in remainder were limitations of a legal estate. That the daughter might have married a person unborn when the testator died, and that, therefore, the limitation over to the children of the marriage would offend against the rule against perpetuities, and that the devise over could not be supported as a contingent remainder because it offended against the rule which prohibits limiting a possibility upon a possibility. The double possibility in this case being the possibility of the daughter marrying a person unborn at the date of the testator's death, and, secondly, her having issue by such person.

WILL—DEBT OF TESTATOR—LEGACY TO CREDITOR—DIRECTION TO PAY DEBTS ONLY—SATISFACTION.

The point *In re Huish*: *Bradshaw v. Huish*, 43 Chy.D., 260, which Kay, J., had to decide was, whether a debt due by a testator had been satisfied by a legacy under the following circumstances: The testatrix in her lifetime had given her nephew, to whom she was not *in loco parentis*, a bond for £1,000, payable within 12 months after her death to him, if living, or to his representatives if he should be dead leaving issue him surviving, but not otherwise. The bond was given on his marriage and was, with the knowledge of the testatrix, assigned to the trustees of his marriage settlement. By her will she made various gifts