

DIGEST OF ENGLISH LAW REPORTS.

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FOR NOV. AND DEC., 1867, AND JAN., 1868.

(Continued from page 130.)

ADEMPTION.

1. By will, made in 1824, A. gave all his estate to trustees on trust after payment of his debts, to divide the residue equally between such of his children as should be living at his death, and the issue of such as should then be dead. On the marriage of his son B., in 1849, A. agreed to pay the trustees of the marriage settlement £350 a year during the life of B. and of B.'s wife, should she survive B. On the death of A., in 1865, *held*, that the gift by will to B. was adeemed *pro tanto* by the provision of £350 a year, made for him by the agreement of 1849.—*Dawson v. Dawson*, Law Rep. 4 Eq. 504.

2. A., by will, dated April, 1864, gave £500 to his daughter, should she marry, the same to be paid on the marriage-day, or as soon after as convenient. The daughter married in September, 1864, and, in the following November, A. gave the husband £400 towards furnishing. He afterwards promised £600 more, but died before fulfilling the promise. *Held*, that the presumption that the legacy of £500 had been *pro tanto* adeemed by the gift of £400 was not rebutted by the unfulfilled promise.—*Nevin v. Drysdale*, Law Rep. 4 Eq. 517.

ADMINISTRATION.

1. A testator gave legacies, some of which were absolute, and others contingent on the legatees arriving at twenty-one, and he gave the residue of his estate to A. for life, remainder to B. *Held*, that, though the executors could pay debts and legacies out of any funds they pleased, yet, as between A. and B., A. was entitled from the death of the testator to the income of his estate, after deducting such portion of the capital as, together with the income of such portion for one year, was required to pay debts and absolute legacies. *Held*, also, that A. was entitled to the income of such part of the residue as was in a proper state of investment *in specie*, and, as to the rest, of so much consols as would have been produced by conversion on the testator's death. *Held*, also, that A. was entitled to the income of the fund set apart to meet the contingent legacies till the happening of the contingency.—*Allhusen v. Whittell*, Law Rep. 4 Eq. 295.

2. A debt due from A. was compromised by the payment of a large sum, several years after

A.'s death. *Held*, that the amount due for principal and interest at A.'s death must be treated as a debt due from his estate, and the *corpus* reduced by that amount; and that any benefit to the estate from the compromise must, as between those entitled to the *corpus* and income, be apportioned in the ratio of the amount due from the testator, at his death, to the further amount due from his estate at the time of the compromise.—*Maclaren v. Stinton*, Law Rep. 4 Eq. 448.

3. A testator directed his executors to convert his personal estate when and as they should see fit, and gave them power to sail his ships till they could satisfactorily be sold. He gave his estate to A. for life, with remainders over, and gave his executors power to invest at their discretion, or allow to remain as then invested, all his funds in certain specified securities. His ships gained considerable earnings after his death; and he had, at his death, large sums invested in the specified securities, and large sums invested in securities of other descriptions, not proper for the investment of trust funds. *Held* (1), that A. was not entitled to the earnings of the ships as income, but was entitled to interest at 4 per cent. on the value of the ships from the testator's death; (2) that A. was entitled to the actual income of the investments in the specified securities; (3) that, as to the unauthorized investments, A. was entitled only to an income, from the testator's death, equal to the dividends of the consols which would have been produced by a sale and investment in consols at a year from the testator's death, and not to an income equal to interest at 4 per cent. on their value.—*Brown v. Gellatly*, Law Rep. 2 Ch. 751.

4. Part of the assets of a testator consisted of a debt due from A., one of his residuary legatees. B., another residuary legatee, died, intestate, leaving A. one of his next of kin. A. having become bankrupt, the executor of the testator proved the debt in bankruptcy, and received a dividend. *Held*, (1) that the executor of the testator had not lost the right to retain the debt, less the dividend, out of A.'s share as residuary legatee; (2) that the administratrix of B., who was also administratrix *de bonis non* of the testator, could not retain the debt out of A.'s share of B.'s estate.—*Stammers v. Elliott*, Law Rep. 4 Eq. 675.

See ADVANCES; LIMITATIONS, STATUTE OF; TRUST, 3.

ADMIRALTY.

In a cause of wages, the Admiralty has jurisdiction of a claim by a seaman for compensa-