

DIGEST OF THE ENGLISH LAW REPORTS.

2. A testatrix bequeathed one moiety of her property in trust to pay the income to her daughter A. for life, and the other moiety in trust to pay the income to her daughter B. for life; and she directed her trustees to stand possessed of one moiety of her estate immediately after the death of A., and of the other moiety after the death of B., in trust to pay, transfer, and assign the same unto and amongst all and every the child or children of A. living at the time of A.'s decease, and the issue then living of any child or children of A. who should have died in A.'s lifetime, and all and every the child or children of B. living at the time of B.'s decease, and the issue then living of any child or children of B. who should have died in B.'s lifetime, to be equally divided between them; and if there should be but one such child, and no issue of any deceased child, or no such child, and only one grandchild, or such other issue, then the whole to such one child, grandchild, or other issue; the issue of any deceased child to take the same and no greater share than his, her, or their parent or parents would have been entitled to if living. A. died leaving ten children and one grandchild, the issue of a deceased child; and B. died leaving two children and six grandchildren, the issue of a deceased child. It was contended, that, upon the death of A., one moiety of the property became divisible between A.'s children and grandchild; and that, upon the death of B., the other moiety became divisible between her children. *Held*, that the entire property was divisible upon the death of the survivor of A. and B., and must be divided into fourteen parts, A.'s grandchild taking one-fourteenth, and B.'s six grandchildren taking one-fourteenth, as a class.—*Swabic v. Goldie*, 1 Ch. D. 380.

See CHARITABLE BEQUEST; CONDITION, 1;
DEVISE; EXECUTORS AND ADMINISTRATORS;
ILLEGITIMATE CHILDREN; MARSHALLING ASSETS; WILL, 4.

LETTER.—See CONTRACT, 2; LIMITATIONS, STATUTE OF.

LEX FORI.

A pier at Marbella, in Spain, belonging to an English company, was injured by an English steamship. By the law of Spain, in such cases the master and mariners of the ship, and not the ship or her owners, are liable in damages. The company instituted a cause of damage in England against the steamship. *Held*, that the law of England, and not that of Spain, governed the case.—*The M. Moxam*, 1 P. D. 43.

LEX LOCI.—See CONTRACT, 2; LEX FORI.

LIBEL.—See DEFAMATION.

LIEN.

W. was appointed agent of a company to sell its goods, and the company was to be at liberty to draw bills upon W. for such a reasonable amount as was represented by the goods on W.'s premises. Should W. not have

sufficient funds in hand to meet the bills, the company undertook to remit the amount to make up such deficiency. The company drew bills on W., which he accepted. Before the bills became due, the company filed a petition to wind up. *Held*, that W. had a lien on the goods in his possession for the amount of said bills.—*In re Pavy's Patent Felted Fabric Co.*, 1 Ch. D. 631.

LIFE INTEREST.—See APPOINTMENT; DEVISE, 2.
LIMITATIONS, STATUTE OF.

To an action for work done the defendant pleaded the statute of limitations. The plaintiff, to show an acknowledgment of the debt, put in evidence the two following letters written to the plaintiff within six years before action began: "I shall be obliged to you to send in your account, made up to Christmas last. I shall have much work to be done this spring, but cannot give further orders until this be done. S."—"You have not answered my note. I again beg of you to send in your account, as I particularly require it in the course of this week." No account was sent in. *Held*, that the debt was taken out of the statute.—*Quincey v. Sharpe*, 1 Ex. D. 72.

LIGHTS.—See SHIP.

LUGGAGE.—See CARRIER.

MAINTENANCE.—See CHAMPERTY.

MAINTENANCE AND SUPPORT.—See TRUST.

MARRIAGE.

S., who had enjoyed a champagne-supper with W. and his family, knelt on one knee before a daughter, took a wedding-ring from his pocket, and placed it on the daughter's third finger, and said to her, "Maggie, you are my wife before heaven, so help me, O God!" and the two kissed each other. The daughter said, "Oh Major!" and put her arms round his neck. S. and the daughter were then "bedded" according to an old Scotch fashion, which seems to consist in throwing a pillow at the parties. Cohabitation and a boy followed. *Held*, that on the above facts, and all the circumstances of the case, no marriage was contracted under the Scotch Law.—*Stewart v. Robertson*, L. R. 2 H. L. Sc. 494.

MARRIAGE, RESTRAINT OF.—See CONDITION.

MARRIAGE SETTLEMENT.—See ELECTION, 2; SETTLEMENT.

MARSHALLING ASSETS.

The personal estate of a testator not specifically bequeathed was insufficient to pay his funeral and testamentary expenses and debts. *Held*, that as between pecuniary legatees, specific legatees, and specific devisees, the pecuniary legacies were the primary fund to supply the deficiency.—*Tomkins v. Colthurst*, 1 Ch. D. 626.

See PARTNERSHIP.

MASTER AND SERVANT.

The plaintiff, a licensed waterman and lighterman, was in the employ of the defend-