

divide the residue into three parts, and pay the same to certain charities, and directed that "the foregoing charitable legacies" be paid "exclusively" out of such part of her pure personal estate as was legally applicable for that purpose. The testator had no real or leasehold estate in England, but was possessed of land in the Cape of Good Hope, the value of which was less than the amount of the general legacies, and of pure and impure personalty. It was held by Kay, J., that the direction as to the payment of the charitable legacies was equivalent to a direction that the residue should consist exclusively of pure personalty, and therefore operated as a direction to marshal the assets in favour of the charities; that the general legacies were primarily payable out of the land in the colony, and that the debts and funeral and testamentary expenses, and costs of action, and the unpaid portion of the general legacies, must be paid in the first place out of the impure personalty, so as to leave the pure personalty, as far as possible, to constitute the residue.

SUPPOSED LUNATIC—INTERIM RECEIVER.

*In re Pountain*, 37 Chy. D. 609, pending an application for an inquisition as to the lunacy of a supposed lunatic, the court appointed a receiver *ex parte* of the estate of the supposed lunatic, the case being urgent.

PRACTICE—ADDING PERSON AS PLAINTIFF—ORD. 16, R. 2.—(ONT. RULE 103 b.)

*In Besley v. Besley*, 37 Chy. D. 64, a *cestui que trust* sought to add his trustee as a co-plaintiff with himself, the trustee refused to consent to be added, and it was held by North, J., that the case was no exception to Ord. 16, r. 2 (Ont. rule 103 b), which requires the consent of a party sought to be added as a plaintiff to be first obtained.

SIMPLE CONTRACT DEBT—STATUTE OF LIMITATIONS—ACKNOWLEDGMENT—PAYMENT OF INTEREST BY DEVISEE FOR LIFE.

A new point was raised *In re Hollingshead*, *Hollingshead v. Webster*, 37 Chy. D. 651, as to whether payment of interest on a simple contract debt by a devisee of realty for life, would keep the debt alive as against the remaindermen, the debt in question not being charged upon the realty. The question was further complicated by the fact that the devisee for life was also the executrix of the testator's estate. Mr. Justice Chitty held that the payments were made in her capacity of tenant for life, and that the effect of the payment was to keep alive the claim of the creditor as against the remainderman. The following is the rule laid down by Chitty, J., at p. 659: "The right principle to adopt is, that so far as the real estate is concerned, there is no one else but the tenant for life to pay the interest; that in making such payment he represents the whole estate; that the payment is an admission of the liability to the debt affecting the real estate of which he is in possession; it is a sufficient evidence of a continuance of the testator's contract to pay the debt. For (if it be necessary to have recourse to the somewhat subtle doctrine of a promise to pay), it is a promise to pay out of