

apparatus), being in tow of a tug which had the sole control of the navigation, met *The Devonshire*, and the tug attempted to cross her bows; both the tug and *The Devonshire* were in fault, and *The Leslie* collided with *The Devonshire* and was damaged, and from her owners, the owners of *The Leslie* claimed to recover the full damages; the owners of the tug not being parties to the action. The owners of *The Devonshire* claimed that they were only liable for a moiety. The rule invoked by the defendants applies, as their Lordships hold, as between two ships, both to blame, and has no application to an innocent ship damaged by collision through the fault of other vessels. Their Lordships also hold that *The Leslie* was not identified with the tug, so as to be in any way prejudiced by its negligence, and on this point the cases of *Thorogood v. Bryan*, 8 C.B. 115; *The Bernina*, 13 App. Cas. 1, and *The Drumlanrig* (1911) A.C. 16, are discussed.

WILL—LEGACY—REVERSIONARY FUND—NO TIME FIXED FOR PAYMENT OF LEGACY—DATE FROM WHICH INTEREST ON LEGACY RUNS.

*Walford v. Walford* (1912) A.C. 658. This was an appeal on a somewhat insignificant point, viz., from what date interest on a demonstrative legacy begins to run where no time is fixed for payment; but as the legacy was for £10,000 the amount involved was possibly large. By the will in question the testator, who was entitled to a fund in reversion expectant on the death of his father, appointed to him under the will of his mother, subject to his father's life interest, bequeathed to his sister £10,000 to be paid out of the estate and effects inherited by him from his mother; and the residue of his estate inherited by him from his mother and of all his estate and effects then in his possession he gave to other persons. On the death of the father the question was raised from what date the £10,000 carried interest. The Court of Appeal held as no date was named for payment and no direction express or implied postponing payment till the calling in of the reversionary fund, it bore interest one year from the testator's death (1912) 1 Ch. 219 (noted ante vol. 48, p. 258) and this decision was affirmed by the House of Lords (Lord Haldane, L.C., and Lords Halsbury, Ashbourne, Macnaghten, and Atkinson).