LEGACY, LEGATEE.—*Continued.*

for by its terms, the rule is irrevocably established that the legacy is not payable until the expiration of one year from the testator's death, and interest does not commence until then. *White* vs. *Donnell & Howard*, 526.

3. But where a legacy is given by a parent to a child, or where the testator stands to the legatee *in loco parentis* and the latter is otherwise unprovided for, then, whether a future time is fixed for the payment or not, interest will be allowed from the testator's death. *Ib.*
4. If other funds are provided for the support of the legatee, then, whatever the relation in which the testator stands to the former, the general rule applies. *Ib.*
5. A direction in a will, that the legacy shall be paid "*forthwith upon the decease*" of the testator, or "*as soon as possible*," is not sufficient to supersede the general rule, that the legacy is payable and bears interest only from the expiration of the year from the testator's death. *Ib.*
6. By the terms of marriage articles, it was provided that "from and immediately after the death" of the intended wife, $20,000 were to be set apart out of the trust estate for the use of her daughter then living, provided she left no other issue living at her death; and if she left such other issue, then one equal child's share of the trust property, provided such share did not exceed $20,000, but only that sum if it did. This sum was to be ascertained and decided in writing by three disinterested persons, to be appointed by the trustee, the daughter, and the intended husband. The wife died on the 25th of April, 1839, during the minority of the said daughter, and leaving other issue, and the $20,000 were set apart for the daughter on the 9th of June, 1842. HELD,

   That under all the circumstances of this case, the daughter was not entitled to interest on this legacy, from the death of her mother. *Ib.*

See CHARGES UPON LANDS DEVISED. WILLS, &c., 1, 2.

LIEN.

See VENDOR'S LIEN. MECHANICS' LIEN. FIXTURES.

LIMITATIONS, STATUTE OF, &c.,

1. An express promise to pay the debt will not revive the remedy, upon a bond barred by the statute; though upon such promise suit may be maintained, and the bond, though over twelve years standing, may be offered in evidence, as the inducement to, or consideration of, the promise. *Young and Wife* vs. *Mackall*, 398.
2. A claim was set up against the proceeds of the real estate of a deceased person, sold for the purpose of partition amongst his heirs-at-law, founded upon two single bills executed by the deceased, and which, at the time of their filing, were barred by limitations. To remove this bar, a bill in equity by the executor of the obligee, and the answer of the deceased admitting the existence of the single bills, and expressing his willingness to settle upon certain conditions, filed more than nine years before the filing of this claim, were offered in evidence. HELD—

   That this was not sufficient to remove the bar of the statute, pleaded by one of the heirs-at-law of the deceased. *Ib.*
3. The action upon a promise to pay a debt, which is barred by the statute, must be in *assumpsit*; and to such an action, three years is a bar. *Ib.*