personal representative of a deceased partner against the surviving partner. A partnership had originally existed between a father and his two sons, John and George, from 1856 to 1886, in which year the father died, and henceforward the business was carried on by the sons, without taking any accounts, or winding up the old partnership, or coming to any settlement. John died in 1893, and his personal representative brought the present action against George for an account of the partnership since the father's death in 1886. George claimed by way of cross relief to have the accounts taken from 1856, on the ground that he had recently discovered that John had during his father's lifetime fraudulently drawn more than his share from the partnership fund, and that the fraud was concealed from his co-partners. The plaintiff set up the Statute of Limitations as a bar to the taking of the account prior to 1886, and Wright, J., held it to be an answer, and he also held that, even if there had been a concealed fraud, the defendant might by ordinary diligence have discovered it sooner, and, therefore, he could not avoid the statute on that ground. The Court of Appeal (Lindley, Lopes and Rigby, L.JJ.), however, disagreed with this view of the law, and held that, although the first partnership terminated on the death of the father, the Statute of Limitations was no bar to the taking of the accounts before that date, the accounts having been carried on into the new partnership without interruption or settlement; and the fact that George might, by ordinary diligence, have sooner discovered the fraud of John was held in this case to be no answer to the statute, because a partner is entitled to rely on the good faith of his co-partners: following Rawlins v. Wickham, 3 D. G. & J. 304.

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In The Goods of McAuliffe, 1895, P. 290, 11 R., Sept., 46, the testatrix in this case had bequeathed her residuary estate, of the value of £456, to one Catherine Headon, "to be disposed of as she shall think fit at her discretion for the benefit of" a certain Roman Catholic convent. The executor named in the will and Catharine Headon had predeceased the testatrix, and the superior of the convent applied for administration with the will annexed, as residuary legatee, and the question was whether it was necessary, first, to apply to the Chancery Division for a scheme for the application of the money. Jeune, P.P.D., held, under the circumstances, that it was not, and he being satisfied by evidence as to the permanence of the convent in question and the fitness of the superior to apply the money, made the grant to her as residuary legatee.

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In The Goods of Ponsonby, 1895, P. 287, 11 R. Sept., 49, the executor named in a will being seriously ill, and not in a condition to be served with a citation to accept or refuse probate, Jeune, P.P.D., granted letters of administration with the will annexed, to the residuary legatee, for the use and benefit of the executor until his recovery.

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The question in Palmer v. Bramley, 1895, 2 Q. B., 405, was one of evidence. The action was in replevin by the tenant against the landlord. The plaintiff, in order to show that the defendant had suspended his right to distrain the goods in question, proved that he had accepted a bill of exchange for the rent in arrear, which was still current when the distress was made. The county judge who tried the case held that according to Davis v. Cyde, 2 A. & E. 623, the acceptance of the bill was no waiver of the right to distrain, and he therefore withdrew the case from the jury, and gave judgment for the defendant. The Divisional Court (Wright and Kennedy, JJ.) directed a new trial, being of opinion that Davis v. Cyde was not an authority, that an agreement to suspend the right of distress might not be inferred by the acceptance of a bill of exchange; and the Court of Appeal (Kay and Smith L.JJ.) were of the same opinion, and their lordships point out that Davis v Cyde was a decision on a demurrer to a plea which alleged a bill had been given for the rent, but did not aver