and was recoverable in an action of covenant as matter of law, unless, under special circumstances As to ground rent, they recognize the principle, that when there was a clause of re-entry, interest ought to be paid, because equity would relieve only on payment of the rent and interest, and consider them on the same ground as other rents. Purchase-money, from the time it becomes due, bears interest, though no demand is made; Binney, 435; 5 Rawle, 262-3. So an action of covenant lies for a ground rent as it is due, without a demand; 3 Penn'a R 464-5. On a recognizance in the Orphans' Court for securing a widow the interest on her third part of the money at which an estate is valued, the act of 1794 makes it recoverable as rent—the Supreme Court hold the widow's interest to be in the character of annuity, of interest or money, and a rent charge, and that if the interest be not punctually paid, the widow shall recover interest from the time it became due, 2 Watts, 203. There cannot be a stronger case, for as a widow's annuity partakes of the character of a rent charge, a rent charge partakes of the character of the annuity, and it is so considered by the court, who put it on the same footing as to bearing interest. The reason is the same in both cases, the annuity is in the nature of maintenance income and bears interest if not paid punctually, because it is in lieu of the widow's share of the profits of the land, and all that is reserved to the widow; the rule is the same as to ground rent, as it is the same nature. But a court never inquires into the fact whether the annuity of the rent is neccessary for the support of the widow or the ground landlord, the rule is the same whether they are rich or poor, being founded in the nature of the debt, and the manifest justice of the interest being paid, as a compensation for witholding payment; 2 Watts, 203. See *Snyder* v. *Snyder*, 3 Watts & S 43. In *Addams* v. *Heffernan*, 9 Watts, 529, it was held that when a sum of money is set apart and charged upon land, the interest of which is to be paid annually, if it be not punctually paid the annuiant is entitled to recover interest upon it annually from time it was payable. The same doctrine as to interest on arrears, of ground rent is laid down in *M'Quesney* v. *Hester*, 9 Casey, 435.

Ground rents, which are in a great measure peculiar to Pennsylvania, and commenced in the early settlement of the Province, in the city and county of Philadelphia, and assisted greatly in building up our metropolis, have long been favorite investments for prudent and cautious persons, who desired an unquestionable security in the land, accompained by a punctual payment of the rent, or interest of the sum invested in them. They are no longer perpetual, but may be extinguished by the owner of the land on the payment of the principal sum named in the ground rent deed. Our Orphans' Courts are authorized to let the vacant land of minors on ground rent, and under the act of 1853, the Court of Common Pleas have authority to decree the leasing of real estate on ground rent, and every power to sell in fee simple real estate created by deed or will, is taken to confer an authority to sell and convey, reserving a ground rent or rents in fee.

It is clear, then, that there is nothing in the law of Pennsylvania, proceeding from public policy, prohibiting interest upon these coupons in this case. These coupons, which are perhaps copied from coupons of interest warrants attached to English railway debentures (4 Rail and Canal Cases, 709,) are negotiable instruments, which may by sued on separately by the holder without the bonds. as soon as they become due, and from their form there can be no reason why interest should not be recovered upon them in the same manner as upon arrears of ground rent or of annuity. The principal cannot be sued for until 1883, and to recover this the suit would be upon the bond. To secure the payment of the interest punctually, coupons are attached, the same effect as premissory notes; and if so there cannot be any defence to the payment of interest on them as a compensation for the default of the debtors?—Bonds like these have been declared by legislature proper investments by trustees and executors, and could it be supposed that the payment of the interest could be indefinitely delayed without any pecuniary punishment? If, therefore, upon a proper demand being made for payment, interest could be recovered by suit, equity and good conscience will give the interest from refusal to pay. This does not interfere with any case decided by this court from *Sparks* v. *Garrigues*, (1 Binney, 152,) to the present time.

Reason, common sense, and the universal understanding in such a case, leads to this result; but are there any direct authorities upon the point?

The case *Hollingsworth* v. *The City of Detroit*, 3 M'Lean, 472, is full, clear and distinct, in favour of the payment of interest or the coupons. Judge M'Lean reserved the question for the purpose of taking the advice of the judges of the Supreme Court. They, it is understood, unnanimously concurred with him in opinion (17 Conn. p. 246.) This decision has been followed in all cases in the western district by Mr. Justice Grier, and it has not been thought expedient by the defendants to take the opinion of the Supreme Court of the United States in regard to this question.

On the other hand, there is the case of *Rose* v. *The City of Bridgeport*, 17 Conn. p. 242, decided in 1845, where it was held that interest could not be recovered on the coupons, for interest attached originally to bonds issued by the city of Bridgeport to the Housatonic Railroad Company, to pay their subscriptions to the stock of that company. The court held—1. That their obligation to pay either principal or interest arose from the bond. 2. That the action brought was essentially an action on the bond, and with neither of those propositions do the later authorities agree. 3. That the plaintiff was not to recover interest on the sum specified on the coupon after it became due, and for authority to support this proposition, the court refer to the of *Camp* v. *Bates*, 11 Conn. R. 487, decided in July, 136; (see 26 Connecticut Rep. page 121.) —Upon examining the very learned opinion of Judge Huntington in that case, it is clear that its general spirit would authorize the conclusion at which we have arrived. We would refer to pages 497, 498, 500 and 503, more particularly, in illustration of what we have said, but the whole opinion is deserving of an attentive perusal. We cannot help thinking that the peculiar hardship of the case of the city of Bridgport had some influence on the minds of the court. In *The City of Bridgport* v. *The Housatonic Railroad Company*, 15 Conn. 475, they had affirmed the validity of the bonds issued by that city to pay what was to it a very onerous and heavy subscription to the stock of that railroad; and in *Beardsley* v. *Smith*, 16 Con. 368, they had decided that an execution issued on the judgment obtained by the railroad company against the city in the former case might be levied on and satisfied out of the private property of an individual member of the corporation.

Nearly the whole value of a thirty years bond of a corporation depends upon the punctual payment of the interest, and public policy requires that it should be enforced by obliging them, after demand and refusal, to compensate their creditors for their default by paying interest on the amount due. Where there is a total denial of all obligation to pay either principal or interest, it may be considered that a demand would be unnecessary.

Judgment affirmed. *Luzerne Legal Observer.*

GENERAL CORRESPONDENCE.

Summary Procedure before Magistrates.—Appeals.

To the Editors of the Law Journal.

Gentlemen,—In your December number you touch upon a crying evil—the repeated failure of justice caused by defects in the formal convictions drawn up by magistrates under their summary jurisdiction. I quite agree with your remark, that "it is a great evil when offenders are allowed to escape by reason of informality in the proceedings to convict them, and the constant recurrence of the evil is calculated to weaken the force, if not of all laws, at least of those for the prevention and punishment of small crimes and misdemeanors," and shall be glad if any suggestion of mine is of service in correcting the present defects of the law. Your soliciting suggestions from "persons of experience," however, requires me, in the first place, to disavow any pretension to a right of being heard as one of such persons. My experience in appeals from magistrates' convictions has not been extensive, but sufficient to fully appreciate your article, as well as to feel that to be of counsel for the