

## DIGEST OF ENGLISH LAW REPORTS—GENERAL CORRESPONDENCE—ITEMS.

paid into his firm's general bank account. B. died intestate the same year. In 1867. B.'s widow took out administration to his estate, and in 1868 filed a bill against A. for an account. *Held*, that the Statute of Limitations was no bar, because A. held the moneys on a direct trust, and if he had not, the statute would not have begun to run till administration was taken out. But the mere fact that the money was mixed with the solicitor's general account did not make him liable for compound interest.—*Burdick v. Garrick*, L. R. 5 Ch. 233.

3. A. left real and personal estate upon trust, to convert the same, and pay the income to B. for life, and then to pay the fund as B. should appoint. B., by will, appointed the fund to her executors, who were her residuary legatees, and also trustees under A.'s will, upon trust, to pay certain charitable legacies, including £1000 to X. Hospital. Thirty years after B.'s death, a bill was filed for the payment of this sum. There had been no admission of assets (see EXECUTOR AND ADMINISTRATOR), and no sum set apart. *Held*, that there was no trust, and the statute was a bar, although the legatees did not know of the legacy, or that the will was proved.—*Cadbury v. Smith*, L. R. 9 Eq. 37.

See STATUTE.

LUNATIC.—See HUSBAND AND WIFE, 2.

## GENERAL CORRESPONDENCE.

*Form of indictment.*

TO THE EDITORS OF THE LAW JOURNAL.

GENTLEMEN,—As in the interests of "the profession" you invite reports of cases decided in our local Courts, I beg to transmit you the following. I feel it would be extreme arrogance on my part to make any remarks thereon. It sufficiently commends itself to the notice of the profession.

At the last General Sessions of the Peace for a Western County a person was committed for trial for a misdemeanour, in obstructing a public highway; a true bill was found against him at the last Assizes. The indictment was drawn by an eminent Queen's Counsel, and was this:—

COUNTY OF —, } "The jurors for Our Lady  
To wit: } the Queen, &c. . . . (recit-  
ing as usual the existence of the highway, its situa-  
tion, &c., and its being used as such) until on the  
first day of April in the year of our Lord one  
thousand eight hundred and seventy one J—

B— did unlawfully and injuriously build and construct a fence with rails &c." . . .

On the arraignment of the defendant he pleaded not guilty. His learned counsel thereupon moved to quash the indictment on the ground that the offence was charged to have been committed in 1871. The Crown Attorney urged the absurdity of such an objection, and shewed that the "one" must be taken in connection with J— B—, and that it was not 1871, but "one J— B—."

The learned Chairman, however, sustained the objection, and delivered the following judgment: "*As offence is charged to have been committed in 1871, we quash the indictment.*"

I give this judgment to the legal profession for their attentive consideration, and if, by the publication and perusal thereof, the Attorney General will be induced to be more careful in future in selecting competent Queen's Counsel to conduct Crown business, and in a proper manner make timely recognition of the services of this judge—this legal "gem of purest ray serene"—my services as reporter will be amply repaid.

Yours, &c.,

K.

Chatham, June 18th, 1870.

SANTEE V. SANTEE.—A testator bequeathed the interest of \$1,000 to his widow for life, and also certain specific articles, as hay, wheat, &c., to be paid by the devisee of a tract of his land "during her life," and also the occupancy of certain rooms in his dwelling-house "during her lifetime or so long as she may choose to occupy the same herself." The devisee of the land gave the widow his bond conditioned for the payment of the interest and specific articles at the times they became due. *Held*: 1. That the widow's right to the receipt of the interest money, and the hay, &c., was not limited to the time of her occupancy of the rooms in the homestead. 2. That where the time of delivery and the particular articles to be delivered are fixed by contract, it is the duty of the obligor to seek the obligee to make the delivery. 3. If the obligee is out of the commonwealth, but his whereabouts is known to the obligor, then, although the latter is not obliged to follow him out of the State, yet it is his duty to inquire by letter as to what reasonable place he will appoint at which to receive the goods.—*Philadelphia Legal Gazette*.

In a suit for divorce recently tried before Judge Patchen, of Detroit, it was decided that a farm should be equally divided between the severed couple, on the ground that the woman, by her hard work, had done as much as the man to acquire the property.