

applied it was ousted by the doctrine of concealed fraud. They also held, and this point is deserving of attention in connection with the case of *Toothe v. Kittredge*, that the fact that the fraud might have been discovered if the partnership books had been investigated, was not an answer to the application of the doctrine of concealed fraud in a case of this kind, unless the complaining partner wilfully shut his eyes, and did not choose to avail himself of the means of knowledge at hand. As Lindley, L. J., rather pointedly puts it, "What right has a partner to say, 'you had no right to trust me; you are bound to look at the books and see that I am not cheating you.' Such a doctrine as that is unfounded." Had the contention in *Toothe v. Kittredge* arisen between the partners themselves, it is quite possible, therefore, that the mere existence of entries in the books to which the complaining partner had access, would have been no bar to his right to an account, even after twenty years, unless it could be shown that he had suspicion that the accounts were not accurate, and deliberately refused to avail himself of the means of knowledge within his power for ascertaining the truth.

*Steamship Pongola*, 73 L.T. 512, is the other recent English case to which we referred. This was an action in the Admiralty Division, and was a suit for an account by the owners of certain shares of the steamship *Pongola* against the defendants, who were the managing owners, in which the plaintiffs claimed to have an account taken of certain brokerage moneys, commissions, rebates, discounts, and other moneys alleged to have been received and improperly detained by the defendants during the period from 1879 to the bringing of the action in 1895. The ship had been employed continuously during that period in voyages to Africa out and home, and voyage accounts had been rendered at the end of each voyage. It was contended by the defendants that each voyage must be treated as a separate adventure, and that the owners were a *quasi* partnership for each voyage, and when the voyage ended the partnership for that occasion also ended, and that the Statute of Limitations was applicable. Jeune,