STATUTE OF LIMITATIONS—PARTNERSHIP ACCOUNTS—CONCEALED FRAUD.

Betjemmann v. *Betjemmann*, (1895) 2 Ch. 474, was an action for an account brought by the 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 thenceforward the business was carred 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 funds, 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.

WILL—CONSTRUCTION—"ISSUE LIVING"—CHILD EN VENTRE SA MERE.

In re Burrows, Cleghorn v. *Burrows*, (1895) 2 Ch. 497; 13 R. Sept. 117, was a simple question in the construction of a will, whereby land was devised to the plaintiff "absolutely" in case she has issue living at the death of the testator's wife, and, if not, then over. The fact was that, at the death of the testator's wife, the plaintiff had no children born, but she was then *enceinte*, and the