

Chan.]

NOTES OF CASES.

[Chan. Cham.]

Proudfoot, V. C.]

[Jan. 19.]

GOUGH V. PARK.

Taxation of costs—Solicitor and client's costs
Special attendance before Master—G.O. 608.

A decree was drawn up by consent, whereby the plaintiff agreed to pay the defendant's costs to be taxed between solicitor and client. The bill was filed at Toronto and the defendant's solicitor being conversant with the case, was requested by his client to attend at Toronto and examine the plaintiff. The solicitor occupied two days in going and returning, and attending before the examiner, and expended \$15.50. The defendant paid him \$6.00 for these services. The Master allowed \$6.00 for a special attendance of three hours: Held on appeal (1) that the plaintiff would be bound to pay what the solicitor could recover from his client, (2) that though under the authority of *Re Geddes and Wilson* 2 Ch. Cham. R. 447, the solicitor could not contract for a higher recompense than the tariff specifies, yet, as it was reasonable that the solicitor should have personally attended to the examination, and as the amount was not excessive for the time occupied, it was not probable that the client could have reduced it on taxation; and being taxable against the client, it should be allowed against the plaintiff.

Proudfoot, V. C.]

[Jan. 19.]

RE DUNHAM.

Quieting titles Act—Assent to devise implied till disclaimer.

A. went into possession of land upon the invitation of P. who promised to give him a deed but subsequently refused to do so. A. thereupon determined to remain upon, and succeeded in making a living from the land. P. died several years afterwards, having devised the land to A. and his wife for their joint lives with remainder to J.J.C.P., one of the contestants. A. occupied the land for about forty years, and executed a conveyance thereof in fee to the petitioners.

Held, on appeal from the Referee of Titles,

allowing the claim of the contestants, that A. by his entry had become tenant at sufferance to P. and that as A. was aware of the devise to himself, and never did any act showing a determination not to take the estate so given to him, the estate for life had vested in him.

Some thirty years after A's entry he granted part of the land to one B. and J.J.C.P. joined in the conveyance:

Held, a sufficient admission of the title of J. J. C. P. as a remainder-man, and so an admission that the will was operative on the land; J. J. C. P., having no claim to the land except under the will.

CHANCERY CHAMBERS.

Spragge C.]

[November, 1880.]

RE BENDER.

Will—Specific disposition of property—Improvements.

A will contained specific directions as to the disposition of real property until the coming of age of infant children and no provisions for making improvements.

The Court, on the application of the executrix, the tenant for life, allowed certain improvements to be made, which it appeared would be beneficial to the estate.

Murray for petitioner.

Spragge C.]

[January 17.]

RE HENDERSON & SPENCER.

Vendor and purchaser—Title by foreclosure—Presumption—Rev. Stat. Ont. cap. 109, sec. 3.

A final order of foreclosure will be presumed to have been regularly obtained till the contrary is shewn—It is not necessary between vendor and purchaser to show that a defendant was alive when a final order of foreclosure was granted—the service of the bill being personal, and made within seven years of the making of the order.

Small, for petitioner (vendor).

Hamilton, contra (purchaser).