goings, etc., of the property should be paid out of his general estate and his widow relieved therefrom: the widow occupied the premises for fourteen years and then sold the premises under the Settled Land Act and the question then arose as to the proper application of the proceeds. During the widow's occupancy of the premises the outgoings had amounted to £160 a year, which had been paid by the trustees out of the general estate.

The widow claimed that out of the general estate, the trustees should continue to pay her a similar amount; but Eady, J., was of the opinion that she was not entitled to anything in respect of the provision for payment of rent, and outgoings which he regarded as an extra benefit conferred on her to enable her to reside in the house, and was not a provision tending to induce her to abstain from exercising her statutory power of sale within the meaning of s. 51 of the Settled Land Act 1882—and he held that under s. 34 of the Act the proceeds of the sale must be applied in paying to the widow during her widowhood such an annuity as would exhaust the proceeds, capital and income, during the remaining eleven years of the lease.

SOLICITOR AND CLIENT—AGREEMENT AS TO COSTS—BILL OF EXCHANGE GIVEN FOR COSTS—BILL TAKEN AS PAYMENT—DELIVERY OF BILL OF COSTS—"FAIR AND REASONABLE"—ATTORNEYS AND SOLICITORS ACT 1870 (33-34 VICT. C. 28), S. 4—SOLICITORS REMUNERATION ACT 1881 (44-45 VICT. C. 44), S. 8 (1, 4)—(2 GEO. V. C. 28, SS. 49, 50, 56, 57, 58, ONT.).

Ray v. *Newton* (1913) 1 K.B. 249, was an action to enforce a bill of exchange given in payment of a sum agreed on between solicitor and client for costs. No bill had ever been delivered, and the defendant obtained leave to defend, but, without delivering a defence, made an application for the delivery of a bill of costs under the Solicitors Acts, and for an inquiry into the agreement as to whether it was fair and reasonable—The bill of exchange, which was not payable until two years from date, had been accepted by the solicitors as payment and had been dishonoured. The application was made in the action and without being entitled in the Solicitors Acts which the Court of Appeal held to be irregular, and directed to be amended. On the merits, the Court of Appeal (Farwell, and Hamilton, L.JJ.) disagreed with Rowlatt, J., that the making of the agreement and the