

REVIEW OF CURRENT ENGLISH CASES.

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SOLICITOR AND CLIENT—VERBAL AGREEMENT AS TO COSTS—NO COSTS PAYABLE BY CLIENT—RIGHT TO RECOVER COSTS FROM OPPOSITE PARTY—ATTORNEYS' AND SOLICITORS' ACT, 1870 (33-34 VICT. c. 28), ss. 4, 5—(9 EDW. VII. c. 28, ss. 24, 28).

Gundry v. Sainsbury, (1910) 1 K.B. 645. This was an appeal from the decision of a Divisional Court (1910) 1 K.B. 99 (noted, ante, p. 124). The question being whether a plaintiff having a verbal agreement with his solicitor that he was not to pay any costs, could, nevertheless, recover costs against the defendant. The Divisional Court held that he could not, and the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Buckley, L.JJ.) have affirmed that decision, on the ground that apart from the Act of 1870 a suitor cannot recover from his opponent more costs than he is liable to pay, inasmuch as party and party costs are only awarded as an indemnity; and that even had the Act been applicable it was not necessary for the purpose of applying the proviso of s. 5 (Ont. Act, s. 28) that the agreement should be in writing.

NEGLIGENCE—PUBLIC SCHOOL—DUTY TO MAINTAIN SCHOOL PREMISES—INJURY TO PUPIL CAUSED BY NEGLECT TO REPAIR.

In *Ching v. Surrey County Council* (1910) 1 K.B. 736, the plaintiff, a pupil at a public elementary school, was injured by his foot being caught in a hole in an asphalt pavement in the school premises, which it was the duty of the defendants, by statute, to keep in repair. The Court of Appeal (Lord Halsbury, and Moulton, and Farwell, L.JJ.) held, affirming the judgment of Bucknill, J., that the plaintiff was entitled to recover damages for the injury so occasioned.

SALE OF GOODS INDUCED BY FRAUD OF PURCHASER—PLEDGE OF GOODS BY PURCHASER—RIGHT OF VENDOR TO DISAFFIRM CONTRACT—BANKRUPTCY OF FRAUDULENT PURCHASER.

In *Tilley v. Bowman* (1910) 1 K.B. 745, a firm of Kirkness & Sons by means of fraudulent representations induced the defendant to sell them certain goods, which the purchasers then pawned with a pawnbroker, and Kirkness & Sons were shortly after-