

Re HANBURY.

[W. N. 172; 102 L. T. 133; 31 L. J. 678; 41 S. J. 114.]

Costs—Solicitor and client—Taxation.

If a client changes his solicitor, and the new solicitor gets the usual order for delivery of a bill of costs and taxation—it is the duty of the old solicitor (1) to accept a tender of the amount which he claims, though such tender is not made in settlement, and (2) to deliver up the client's papers upon a proper receipt being given, but (3) the new solicitor must give an undertaking to return the papers if any sum is found due to the old solicitors on taxation, as in *Re Beran*, 33 Beav. 439, and (4) the old solicitor is entitled to payment into Court of a proper sum to assure the costs of taxation (£100 was fixed in this case) as in *Re Gallard*, 53 L. T. Rep. 921. (Stirling, J.)

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GOLD REEFS OF WESTERN AUSTRALIA v. DAWSON.

[L. J. 678; S. J. 111; W. N. 171; L. T. 132.]

Has the Court jurisdiction, notwithstanding service of a notice of discontinuance, to hear a motion on the part of the plaintiff to have his name struck out of the proceedings?

North, J., considered that such an application could be made; for a notice of discontinuance has the same effect as, under the old practice, dismissing a bill with costs, and formerly such a motion could have been made, even after dismissal of the bill.

BRADFORD v. DAWSON AND PARKER.

[Queen's Bench Division—(Magistrate's Case.)—19TH DECEMBER, 1896.]

Gaming—House used for payment of bets—Permitting house to be used for purpose of betting—Betting Houses Act, 1853 (16 & 17 Vict. c. 119), s. 3.

Case stated by a metropolitan police magistrate.

The case was argued before Will's, J., and Wright, J., on December 11, and referred by them to this Court. The respondent Dawson, a bookmaker, was summoned under the Betting Houses Act, 1853, s. 3, for using premises for the purpose of betting with persons resorting thereto, and the respondent Parker, a beer-house keeper, for permitting Dawson to do so. It was proved that Dawson went to the beer-house on several occasions and stood in the private bar. Persons with whom he had made bets elsewhere, and who had won, came to him and presented slips of paper, on receipt of which, if they corresponded with other slips in his own possession, he paid the bets. The magistrate dismissed the summonses against both the respondents.

W. O. Danckwerts, for the appellants, contended that the respondents ought to have been convicted, because the payment of bets, being an important part of the operation of betting, was intended by the statute to be included within the term "betting."

The Court dismissed the appeal.

Hawkins, J., said that the contract of betting having already been completed, the mere act of