

for advances which were subsequently sold and realized £812 in excess of the advances. Before February, 1914, the defendants had discounted bills of the debtors to the amount of £19,941, all of which fell due shortly after the making of the assignment, and were dishonoured. The plaintiff claimed to recover the two sums held by the bank to the credit of the debtors, but the defendants claimed that they had a lien thereon, and were also entitled to set them off *pro tanto* against the amount due to them on the dishonoured bills, and Roche, J., who tried the action, held in favour of the defendants and dismissed the action. See Canadian Bankruptcy Act (1920), c. 36, s. 28.

SOLICITOR'S BILL—COUNSEL FEES NOT PAID WHEN BILL RENDERED
—TAXATION—PAYMENT OF COUNSEL FEES PENDING TAXATION.

In re Eden, Watkins v. Eden (1920) 2 K.B. 333. In this case a solicitor's bill had been referred for taxation between solicitor and client. Certain counsel fees were charged therein which had not been paid when the bill was rendered, but were paid pending taxation, and it was held by Laurence, J., that they might properly be allowed, and his decision was affirmed by the Court of Appeal, (Bankes and Scrutton, L.JJ.) but the Court of Appeal held that a brief prepared by another solicitor could not be charged against the client, though her solicitors had perused and approved it.

GAMING—CHEQUE GIVEN FOR RACING BET—INDORSEMENT IN
BLANK—BANKER RECEIVING FOR COLLECTION—"INDORSEE" OR
"HOLDER"—GAMING ACT, 1835 (5-6 W. IV., c. 41) ss. 1, 2
(R.S.O. c. 217, ss. 1, 2).

Dey v. Mayo (1920) 2 K.B. 346. This was an action to recover money paid in respect of a racing bet. The plaintiff, in 1917, gave to the defendant five cheques drawn payable to his order, in settlement of certain racing bets. These cheques the defendant endorsed in blank and deposited in a bank to the credit of his account in the name of his wife, and the bank received the amount thereof and credited the same to the said account. It was held by the Court of Appeal (Bankes, Scrutton, and Atkin, L.JJ.) reversing Avory, J., that the bankers were holders of the cheque within the meaning of the Gaming Act, 1835 (5-6 W. IV., c. 41) s. 2 (see R.S.O. c. 217, s. 2), and that the money was recoverable.