In connection with this case attention may be called to the recent decision of Ferguson, J., *In re Standard Fire Insurance Co.*, which will be found noted in this number of the JOURNAL.

SOLICITORS' CHARGES—TAXATION—PRESSURE.

The case of *In re Lacey and Son*, at p. 301, requires a brief notice. There, a tenant having an option of purchase of the fee at a given price on the terms of his paying all the vendor's costs, gave notice in December, 1882, of his exercise of the option, and stated that he should not require an abstract of title. The time for completion was March 25th, 1883, but it was arranged for the tenant's convenience that the completion should be six weeks earlier, and that the property should be conveyed in two lots. He sent his draft conveyances for perusal before the end of December. On February 2nd, 1883, the vendor's solicitors sent in their bill of costs, comprising certain charges to which the purchaser's solicitors objected. The vendor's solicitors, however, refused to allow completion unless they were paid, and on February 14th the purchaser paid them under protest, and completed the purchases. After this he applied for taxation of the bill. The Court of Appeal, however, hold that, having regard to the dates, there was no pressure, and that there was no overcharge amounting to fraud, and that there were therefore no special circumstances to authorize taxation after payment. Cotton, L.J., says, at p. 30: "After payment special circumstances are requisite to authorize taxation, and these special circumstances must be pressure, and manifest over-charges, or over-charges so gross as to amount to fraud. It cannot be said that there are over-charges amounting to fraud, and I think that pressure is not shown."

MORTGAGE—COVENANT—JUDGMENT—MERGER.

At p. 328 a case of *Ex parte Fewings, In re Sneyd*, requires notice. A mortgagor covenanted in his mortgage that if the principal money, or any part thereof, should remain unpaid after the expiration of the time limited, he would, so long as the same sum or any part thereof should "remain unpaid," pay to the mortgagee interest for the principal sum, or for so much thereof as should for the time being "remain unpaid," at 5 per cent. per annum. After the expiration of the six months, the mortgagee recovered judgment against mortgagor on the covenant for the principal sum and interest in arrear. The Court of Appeal, over-ruling Bacon, C.J., held that the covenant being merged in the judgment, the mortgagee was, as from the date of the judgment, entitled only to interest on the judgment debt at the rate of 4 per cent., (the legal rate in England), and was not entitled under the covenant to interest at the rate of 5 per cent. on the principal sum. A passage from the judgment of Fry, J. at p. 355, explains the decision: "When there is a covenant for the payment of a principal sum, and a judgment has been obtained upon the covenant for that sum, it is plain that covenant is merged in the judgment, and, if there is a covenant to pay interest which is merely incidental to the covenant to pay the principal debt, that covenant also is merged in a judgment on the covenant to pay the principal debt. Of course a covenant to pay interest may be so expressed, as not to merge in a judgment of the principal; for instance, if it was a covenant to pay interest so long as any part of the principal should remain due either on the covenant, or on a judgment."

VENDOR AND PURCHASER—MISLEADING CONDITIONS OF SALE—MISLEADING STATEMENTS OF AUCTIONEER.

As to the next case *Heywood* v. *Mallalieu*, at p. 357, space only permits a note that in it specific performance of a contract for a sale of a house was refused on the ground that the conditions and particulars