

of the defendant in not collecting the moneys payable under the deed. In October, 1906, the defendant was in England temporarily on a holiday, and, on the eve of his return to India, was served with the writ. The plaintiff was then in England but had since gone to America. In these circumstances as the liability of the defendant would have to be determined according to the law of India, and upon the evidence of witnesses in India, Warrington, J., was of the opinion that the action was not brought bona fide in England, and the injustice in bringing the action in England was so great, that the action ought not to be allowed to proceed, and he accordingly dismissed it with costs.

SOLICITOR—BILL OF COSTS—AGREEMENT AS TO COSTS—SIGNATURE—ATTORNEYS AND SOLICITORS ACT 1870 (33-34 VICT. c. 28), s. 4 (R. S. O. c. 174, s. 54).

*Bake v. French* (1907) 2 Ch. 215. The plaintiff, a solicitor, claimed in an account which was being taken before the Master a sum of £635 for costs under an agreement. The agreement in question was signed by the clients and enclosed in a letter to the plaintiffs. The agreement was dated 30th May, 1904, and was not signed by the plaintiffs. It waived the delivery of a detailed bill and agreed to the payment of £635 as costs with interest from 25th March, 1904. The agreement in blank had, however, been enclosed by the plaintiff in a letter to the defendant for signature. Warrington, J., thought that the agreement was so connected with the correspondence that it must be taken to have been signed by both parties, but even if it were in fact only signed by the defendant that was sufficient under the statute 33-34 Vict. c. 28, s. 4 (R.S.O. c. 174, s. 54), notwithstanding some conflicting decisions on that point. He, however, sent the agreement to the taxing officer for examination as to its reasonableness.

DEED—MISREPRESENTATION AS TO CHARACTER OF DEED—NON EST FACTUM.

*Bagot v. Chapman* (1907) 2 Ch. 222 was an action against a husband and wife on a mortgage, for foreclosure and judgment on the covenants for payment of the mortgage debt. The wife pleaded a plea of non est factum. The facts proved were to