SOLICITOR—COSTS—TAXATION BETWEEN SOLICITOR AN LIENT—SEPARATE RETAINERS.

In re Salaman, (1894) 2 Ch. 201, fifteen out of thirty-five persons who had given separate retainers to a solicitor to take proceedings on behalf of all applied for an order to tax the solicitor's bill, without joining or notifying the other twenty persons. Kekewich, J., was of opinion that they should have been notified, and, as some of these parties could not be found, he dismissed the application. The Court of Appeal (Lindley, Kay, and Smith, L.JJ.) thought he was right in requiring them to be notified, or made parties to the application, so as to secure a taxation in presence of all parties interested, but were of opinion that he was wrong in dismissing the application when it was found impracticable to serve them all, and they, therefore, granted the order. The Court of Appeal affirm the rule laid down in *Re Colquhoun*, 5 D.M. & G. 35, that, where separate retainers are given by several persons, each person is entitled to a taxation without serving any one but the solicitor.

COMPANY—DEBENTURE-HOLDERS' ACTION—RECEIVER—EMPOWERING RECEIVER TO BORROW AS A FIRST CHARGE—ORD XVI., R. 9 (ONT. RULE 315).

In *Greenwood* v. *Algesiras Ry. Co.*, (1894) 2 Ch. 205, which was a debenture-holders' action, in which a receiver had been appointed, an application was made for an order authorizing the receiver to borrow money upon the security of a first charge on the undertaking of the company and in priority to the debentures, for the preservation of the property. The Court of Appeal, notwithstanding all the debenture-holders were not actually parties, made the order asked, holding that, under Ord. xvi., r. 9 (Ont. Rule 315), the absent parties would be bound.

PARTNERSHIP—DEATH OF PARTNER—NOVATION—LIABILITY OF DECEASED PARTNER'S ESTATE—BANKERS—TRANSFER OF ACCOUNT.

In re Head, Head v. *Head*, (1894) 2 Ch. 236, the customer of a firm of bankers, after the death of one of the partners, removed money from his current account to a deposit account bearing interest at the same bank, and received a deposit note from the surviving partner. The bank subsequently stopped payment, and the question arose whether the estate of the deceased partner was liable to this customer for the money so deposited. Chitty,