

has become, through the merits of successive editions, a legal classic, while his "Study of Jurisprudence" gave early promise of that wide legal learning which has distinguished Sir Nathaniel Lindley on the Bench. The honour of silk was conferred upon him in 1872, and he at once obtained a leading position in Vice-Chancellor Hall's Court, where his chief opponent was Mr. Dickinson, Q.C. His appointment as a Queen's Counsel was followed within an exceptionally short period by his appointment as a judge. This was in 1875, when it was thought that equity and common law had been so fused by the Judicature Act that Chancery judges could be chosen to preside in common law Courts. The appointment of Mr. Lindley to the Common Pleas proved an unqualified success, but other equity lawyers showed themselves to be less adapted to the work of the common law Courts, and the fusion that was predicted so confidently now seems farther off than ever. Sir Nathaniel Lindley was created a serjeant-at-law before he became a judge of the Common Pleas. Within a few months of his appointment he became, owing to the operation of the Judicature Act, a judge of the Common Pleas Division of the High Court of Justice, and in 1879 he became a judge of the Queen's Bench Division. He was promoted to the Court of Appeal in 1881, and since the retirement of Lord Justice Cotton he has been the presiding member of Appeal Court II. As chairman of the Council of Legal Education—an office he held for four years—he proved the deep interest he takes in the welfare of the profession of which he is so distinguished and esteemed a member.—*Law Journal*.

GENERAL NOTES.

SOLICITOR AND CLIENT.—It is settled law that a solicitor has an implied authority to compromise an action in which he is retained for one of the parties. Even when the settlement has been made in violation of the client's prohibition, it has been held that the latter is bound, provided that the other party has acted *bona fide* and without notice of such prohibition, though, of course, the solicitor is in such cases liable to the client for his breach of duty. As regards the power of a solicitor to settle a claim before the issue of a writ which he is retained to prosecute, there has hitherto been little authority. The only reported case bearing directly on the point seems to be *Duffy v. Hanson*, 16 L.J. (N.S.) 332, in which Mr. Justice Willes ruled at *Nisi Prius* that