

WINCHESTER, MASTER.

MARCH 10TH, 1903.

CHAMBERS.
RE SOLICITOR.*Solicitor—Agreement with Client as to Payment of Costs—Dispute as to—Order for Delivery of Bill—Parties to Application.*

Application by client for the delivery of a bill of costs by the solicitor and for taxation of bill when delivered. No bill had been rendered by the solicitor. An agreement as to the payment of the costs was disputed by the applicant.

J. D. Falconbridge, for applicant.

J. Bicknell, K.C., for solicitor.

THE MASTER.—The applicant has the right to have a bill delivered: *Duffett v. McEvoy*, 10 App. Cas. 300; *In re West*, [1892] 2 Q. B. 102; *In re Baylis*, [1896] 2 Ch. 107. It was contended that the father and mother and also the assignee of the applicant should be parties to this application. The mother has nothing to do with the matter, and the father and assignee are not necessary parties. But, as the applicant's solicitor does not object to the father and assignee becoming parties, upon their signing a consent they will be bound by the order. Upon this being done, an order for delivery of a bill will be made. No order for taxation need be made at present. If the bill when delivered is found satisfactory, no taxation will be required.

MARCH 11TH, 1903.

DIVISIONAL COURT.

DAVIES v. FRIEDMAN.

Bills and Notes—Promissory Notes—Advance on Bill—To Whom Advance Made—Collateral Security.

Appeal by defendant from a judgment in favour of plaintiff in an action tried in the 10th Division Court in the county of York. The action was brought upon two promissory notes made by defendant payable to plaintiff or order for \$50 each. The defence was that the notes were made by defendant and for the accommodation of plaintiff and without consideration. Plaintiff had made a loan of \$600 to defendant and one Seiffert upon a draft drawn by defendant on and accepted by Seiffert and indorsed to plaintiff. Both Seiffert and defendant were present when this draft was prepared and signed and accepted and indorsed, and plaintiff, who was also present, gave defendant a cheque for the advance, less his discount of \$75, which cheque defendant indorsed and upon which he and Seiffert obtained the money. Plaintiff said they told him they were partners; that he had