

been dealt with in this way, no doubt the solicitors would have required that plaintiff should have independent advice and would have declined to act for both parties, and pointed out to defendants that this was a wise, if not a necessary precaution, in case the transaction should be afterwards impeached. It was stated on the argument that when these lots were conveyed they were of comparatively little value. It was due to the great earthquake in the following month at San Francisco that these small lots, containing only less than a tenth of an acre and being 50 feet x 100, appreciated to such an extent as \$10,000.

The order will therefore be a dismissal of the motion as to paragraphs 4, 7, and 8. As to paragraph 9, plaintiff may have leave to amend her statement of claim (and otherwise) if so advised within a week. Time for delivery of statement of defence to be extended for one week thereafter.

It is much to be wished that some satisfactory arrangement may be reached, and prevent such painful litigation becoming a matter of public notoriety.

It may not be out of place to remark that the language of Lord Selborne and Brett, L.J., in *Millington v. Loring*, 6 Q. B. D. 190, at p. 194, seems to give ample authority for the allegations complained of, in an action of this character. Being on the equity side of the Court the pleadings are properly fuller than where a plaintiff is bringing a common law action.

CARTWRIGHT, MASTER.

OCTOBER 19TH, 1906.

CHAMBERS.

HOLDSWORTH v. GAUNT.

Dismissal of Action—Want of Prosecution—End of Cause of Action—Dispute as to—Summary Jurisdiction to Dispose of Costs in Chambers.

This action for alleged infringement of a patent was commenced on 11th December, 1903. The statement of claim was delivered in due course, and the statement of defence on 2nd February, 1904. A motion for particulars of the defence was served on the 24th of that month.