dition was one which a solicitor could not impose on his client, and that therefore the original order for taxation must stand, but no costs in the Court below were given because the client, under the circumstances, should not have taken the common order for taxation, but should have applied on petition raising the question of the right of the solicitors to withdraw their bill. The Court was, however, of opinion that a solicitor might deliver a bill stating that there were charges in it which the client could not be forced to pay, but which represented work fairly done, with a suggestion that these charges should be paid, but intimating to the client that if he did not like to adopt the bill he would deliver a bill including only those charges which would bear taxation and could be enforced against the client, and that such a condition would be valid.

Trees—Windfalls—Personal representative.

In re Ainslie, *Swinburn* v. *Ainslie*, 30 Chy. D. 485, is an illustration of the maxim "*quicquid plantatur solo, solo cedit.*" A testator devised estates upon which there were plantations of larch trees. At the time of his death a number of these trees had been more or less blown down by wind. Pearson, J., held that as between the devisee and the executors the latter were entitled to the trees which had been blown down to such an extent that they could not grow as trees usually grow, and that the trees which were merely lifted, but would have to be cut for proper cultivation, belonged to the devisee. The Court of Appeal refused to assent to this rule. Cotton, L.J., says: "Larch trees naturally grow upright, but it may well be that a larch tree is absolutely fixed to the soil, though it may grow in a position in which, if the wind had not occurred, it would not have naturally grown. That is not the test;" and the Court was of opinion that the only rule which could be laid down was, that if the tree is severed it belongs to the executors, but if it is not severed it belongs to the inheritance; and whether the severance had taken place is a question of fact regarding each tree, but they agreed that if the roots were broken in the soil, so that the tree and its roots were in truth, and in fact, severed from each other, then although some of the broken parts of the tree might still remain covered with earth it would be severed, though to a casual observer it might seem to have some of its roots in the ground.

Trustee—Investments on deficient security.

In *Smethurst* v. *Hastings*, 30 Chy. D. 490, the defendants were trustees who, with the consent of a tenant for life, were authorized to make investments upon leaseholds. Investments were made with the consent of the tenant for life, who subsequently died, the parties then becoming entitled to the trust fund took assignments of the securities. It was afterwards discovered that the investments had been made without any proper valuation, that the property was of a speculative value, houses being in course of erection thereon, and unproductive, and that the security was insufficient. The present action was brought to make the trustees liable for the deficiency; and their conduct of the trust, being judged by "the prudent man" standard, was found wanting, and they were held liable by Bacon, V.C., notwithstanding the acceptance of the transfer of the securities by the *cestuis que trust*. It appears by the report that notice of appeal was given but that the case was subsequently compromised.

Will—Bequest of income till marriage, and corpus on marriage.

The question in *In re Wrey*, *Stuart* v. *Wrey*, 30 Chy. D. 507, was a very simple one, arising on a will whereby a testatrix bequeathed the residue of her stocks and shares upon trust to pay the income to G. until his marriage, and at the time of his marriage to hand over the stocks and shares to him—there was no gift over in the event of his not marrying. Kay, J., held that the legacy was vested and that the legatee, being of age, was entitled to an immediate transfer of the stocks and shares to him though he had not married.

Will—Second cousins—First cousins once removed—Gift over.

In *Wicks* v. *Bannister*, 30 Chy. D. 512, Kay, J., held that under a gift to second cousins first cousins once removed would take—the testator not having in fact any second cousins, either at the date of his will or when he died, and that a gift over on death "before payment" of the bequest was to be construed as "before becoming entitled to payment."