REVIEW OF CURRENT ENGLISH CASES.

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PRACTICE—COSTS—SOLICITOR—TAXATION OF COSTS AFTER PAYMENT—THIRD PARTY LIABLE TO PAY—SPECIAL CIRCUMSTANCES.

In re Hirst (1908) 1 K.B. 982. A third party liable to pay a solicitor's bill of costs made application for taxation thereof after payment. The circumstances were as follows. A Miss Elsworth had begun an action against the executors of one Fox to recover moneys alleged to be due from his estate under a deed The action was compromised, the executors agreeing to pay the plaintiff's costs both of and prior to the action, out of the estate and the action was to be stayed. The plaintiff paid her solicitors their costs and claimed payment thereof out of the estate as agreed. The executors thereupon applied for taxation under the Solicitors Act as being third parties liable to pay. The Master refused the order, and his order was affirmed by Ridley; but the Court of Appeal (Williams, Farwell and Kennedy, L.JJ.) reversed his decision, and held that the order should be granted, and held that the "special circumstances" justifying taxation after payment, are not confined to pressure, overcharge or fraud, but include any circumstances of an exceptional nature which a judge in the exercise of a judicial discretion may consider will justify such taxation. In the present case before payment of the bill the solicitors for the executors had expressly required to have the costs taxed, but the plaintiff, without acceding to that request, had paid her solicitors' bill without taxation. The fact that it would be necessary for the taxing officer to construe the agreement for payment of the costs in order to determine what particular costs were payable thereunder was also held to be no obstacle to the granting of the order.

PRACTICE—ORDER—INTERLOCUTORY—FINAL.

In re Marchant (1908) 1 K.B. 998 may be briefly noted for the fact that the Court of Appeal (Williams and Farwell, L.JJ.) decided that an order made on a summary application to enforce a solicitor's undertaking, and whereby the solicitor was ordered to pay a sum of money, was a final and not a merely interlocutory order.