The Legal News.

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SUPREME COURT—GENERAL RULE.

The following general rule was made by the Supreme Court on the 16th March :—

1. That Rule 11 be and the same is hereby amended by striking out the word "immediately" at the beginning of such Rule.

2. That Rule 14 be and the same is hereby amended by striking out the words "one month" therein contained, and by inserting in lieu thereof the words "fifteen days."

3. That Rule 15 be and the same is hereby amended by inserting after the words "and mailing" where they occur in such Rule the words "on the same day," and by striking out the words "in sufficient time to reach him in due course of mail before the time required for service."

4. That Rule 23 be and the same is hereby amended by striking out the words "one month" at the beginning of said Rule, and by inserting in lieu thereof the words "fifteen days."

5. That Rule 31 be and the same is hereby amended by striking out the words "one month" where they occur in said Rule, and by inserting in lieu thereof the words "fourteen days," and by adding at the end of said Rule the words "but no appeal shall be so inscribed which shall not have been filed twenty clear days before said first day of said session without the leave of the Court or a Judge."

6. That Rule 62 be and the same is hereby amended by striking out the words "one month" and by inserting in lieu thereof the words "fifteen days."

7. That Rule 63 be and the same is hereby amended by striking out the words "two weeks" where they occur in said Rule, and by inserting in lieu thereof the words "one week."

In accordance with the changes effected by the above, in any appeal to be brought down for hearing at the Session of the Court beginning on the 3rd of May next, the last day for filing the original case will be the 12th April; for giving notice of hearing and depositing factums the 16th April; and for inscribing the 18th April.

A QUESTION OF COSTS.

A decision of considerable interest to the profession has been recently pronounced by the Court of Review at Quebec. In *Carrier* v. *Coté*, the parties, before the case was returned into court, came to a settlement which did not provide for the payment of the plaintiff's costs by the defendant, although the declaration prayed for distraction of costs. The plaintiff's attorney, being displeased with this arrangement, gave the defendant notice, that notwithstanding the pretended settlement between him and the plaintiff, he (the attorney) intended to continue the cause for his costs. The defendant was called upon to plead, no plea was filed, and the plaintiff having foreclosed the defendant, proceeded to proof, as if there had been no settlement, and submitted his case. The action was, however, dismissed, on the ground that the settlement of the case was not proved, nor even alleged, to be fraudulent. The case was taken to Review, where the judgment, which was unanimous, was rendered by Chief Justice Meredith. The learned President of the Court, after noticing the case of *Ryan* v. *Ward* (6 L.C.R. 201), proceeded to observe: "The case, however, to which our attention has been particularly drawn by the learned counsel for the plaintiff is *Montrait & Williams* (1 L.N. 339; 3 L.N. 10; 24 L.C.J. 144) ..... The doctrine which this judgment tends to establish, if I may be permitted to say so, seems to me very reasonable; but it does not prove and has no tendency to prove that after a case has been settled by the parties, the attorney of the plaintiff, without the consent, and against the will of his client, can continue the case in the name of that client, as if no settlement had taken place, so as to enable the attorney to recover his costs from the defendant. The contention that such a course can be adopted is, in my opinion, contrary to the plainest principles of law, and being condemned, as it is, by the judgment of the court below, I think that judgment ought to be confirmed, and I have the less hesitation in arriving at that conclusion because I think the rights of the bar, which doubtless are entitled to our best consideration, are fully, and at the same time justly, protected by the rules laid down by the Court of Appeal in the case of *Montrait & Williams* already mentioned."

We have directed attention to the above