

RECENT ENGLISH DECISIONS.

tenant be respectable and responsible,) together with such other covenants, clauses and provisos as are contained in the lease under which the premises are held." The original lease contained (1) a covenant that if any dispute arose between the plaintiff and any other tenant of the lessors, it should be referred to the arbitration of the lessors; (2) that the lessee, his executors, administrators and assigns, would not sublet without the license of the lessors; (3) and that all demises and assignments should be prepared by the solicitors of the lessors. The under-lessee claimed that these latter covenants should be merely taken as models of covenants to be inserted in the under-lease, substituting the names of the under-lessor and lessee for those of the original lessors and lessee; but Pearson, J., and the Court of Appeal came to the conclusion, having regard to the special circumstances of the case, that the under-lessor was entitled to have the covenants in the under-lease so framed, that the under-lessee should be bound to refer disputes between himself and any tenants of the original lessors to the latter; and also not to assign or sublet without the consent of the original lessors, and also to have all demises and assignments made by him of the demised premises, prepared by the solicitors of the original lessors.

APPEAL BY A PERSON NOT A PARTY—SETTING ASIDE JUDGMENT OBTAINED BY COLLUSION.

In re Youngs, Doggett v. Revett, 30 Chy. D. 421, presents some points of similarity to the recent case in our own Court of *Glass v. Cameron*, 9 O. R. 712, inasmuch as the appellant was a third party claiming the right to apply to vary or set aside a judgment on the ground of being injuriously affected thereby. The parties to this "triangular duel" stood in the following positions: The plaintiff, Mrs. Doggett, was the residuary legatee of a Mrs. Young, who was the executrix of Mr. Young. Revett was the executor of Mrs. Young, and therefore also the personal representative of Mr. Young. Mrs. Vollum claimed to be a creditor of Mr. Young, and brought a suit against Revett for administration, alleging breaches of trust by Mrs. Young. Revett consented to a decree in this suit. Mrs. Doggett had previously commenced a suit against Revett for administration of Mrs. Young's estate. She now claimed

to be injuriously affected by Mrs. Vollum's judgment, and, to use the words of Lindley, L.J., she said in substance:—"I had an action against you, Revett, in which I was claiming the residue of Mrs. Young's estate to which I was entitled, and in order to diminish that residue and make it disappear, you and Mrs. Vollum concocted a suit which was a conspiracy to cheat me; and you, Revett, have, by collusion with the solicitor of Mrs. Vollum, consented to a decree which robs me of every chance of getting a farthing." It was this judgment in the case of *Vollum v. Revett* that the appellant claimed to set aside. The Court on the merits held that no case for interference was made out, and dismissed the application. Mrs. Doggett, besides moving to set aside the judgment in *Vollum v. Revett*, also appealed from it, claiming to be a party on whom the judgment should have been served, but the Court held that she had no *locus standi*, as she, not being directly interested in Mr. Young's estate, was not a necessary or proper party to proceedings to administer that estate, and therefore had no right to be served with the judgment in *Vollum v. Revett*.

SOLICITOR AND CLIENT—CONDITIONAL DELIVERY OF BILL.

In re Thompson, 30 Chy. D. 441, was a case very similar to *In re Spencer and McDonald*, 19 Gr. 467. A firm of solicitors delivered to their client a bill of costs accompanied by a letter saying that there were certain charges which, owing to haste, had not been included in the bill, but that they were willing to accept a stated sum in full discharge, though if such sum were not paid in eight days they reserved the right to withdraw the bill and deliver another. The client, however, insisting on being furnished with the particulars of the further charges, the solicitors wrote withdrawing the bill. The client then obtained a common order for taxation, and for delivery and taxation of a further bill. On motion by the solicitors, Bacon, V.C., discharged this order, holding that there had been no delivery of the bill, but ordered the solicitors to deliver a bill. In pursuance of this order the solicitors delivered a second bill of considerably less amount than the first. On appeal by the client from V.C. Bacon's order the Court of Appeal held that the first bill was conditional, but that the con-