

REVIEW OF CURRENT ENGLISH CASES.

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SOLICITOR AND CLIENT—CROSS-CLAIM OF CLIENT—ACCOUNT STATED
—ACTION BY SOLICITOR FOR AMOUNT DUE ON ACCOUNT STATED
—DELIVERY OF BILL.

In *Turner v. Williams* (1905) 1 K.B. 486, the plaintiff was a solicitor and the action was brought to recover from a client the balance due on an account stated. The solicitor had a claim for costs no bill of which had been delivered, the client had cross-claims against the solicitor, the parties had met and had verbally agreed upon the amounts of their respective claims and that after setting off the one against the other a balance remained due to the solicitor. The defendant contended that the action would not lie, because there had been no delivery of a bill of costs. At the close of the plaintiff's case the county judge, who tried the action, held that the plaintiff's claim was barred by the Statute of Limitations, and that the agreement amounted in effect to an agreement to pay a lump sum for costs which was not binding on the client. The Divisional Court (Lord Alverstone, C.J., and Kennedy and Ridley, JJ.) were of the opinion that if the facts were, that there were cross-claims between the plaintiff and defendant and the amounts of these claims had been agreed on, then the action would lie though there was no writing; but if there was no cross-claim by the defendant, and the agreement merely consisted in fixing the amount of the solicitor's costs, then that would not be sufficient to support the action. As the defendant's witnesses had not been heard a new trial was granted.

NEGLIGENCE OF LANDLORD—HOUSE LET IN FLATS—DAMAGE TO
TENANT BY REASON OF DEFECT IN ROOF UNDER LANDLORD'S
CONTROL.

Hargroves v. Hartopp (1905) 1 K.B. 472 was an action by a tenant of a flat, for damages occasioned by a gutter on the roof of the premises being choked up. The action was brought against the landlords who retained the control of the roof of the house. The defendants were notified that the gutter was choked, but neglected to have it cleared out till after the lapse of five days from the receipt of the notice, and in the meantime the plaintiffs suffered the damage complained of by reason of rain water finding its way into the plaintiff's flat consequent