

Cham.]

NOTES OF CASES—RECENT ENGLISH PRACTICE CASES.

viving. The administration and loan were both after 1872.

Held that her right to recover against her second husband's estate was not affected by the Statute of Limitations.

Mr. Dalton, Q.C.]

[Jan. 17.]

FREED V. ORR.

Making certificate of judgment an order of High Court.

This was a motion to make the certificate of judgment of the Court of Appeal an order of the High Court of Justice.

H. Cassels for the motion.

MR. DALTON.—I have seen Mr. Holmested who agrees with me that any order in Chambers is unnecessary. All that he could do with my order he can do with the certificate from the Court of Appeal. I should say that Mr. Holmested has a doubt whether the process should not now issue from the Court of Appeal; this is founded on section 14 of the Judicature Act. I do not partake in that doubt. I think that the section 14 merely confers an additional power on the Court of Appeal without interfering with the practice under the Appeal Act.

Boyd, C.]

[Jan. 16.]

RE BLEECKER & HENDERSON.

Costs—Taxation—Appeal.

A solicitor's bill had been taxed by the local Master at Belleville, at the instance of the client, who now moved to have it referred to the Taxing Officer at Toronto for revision.

Held, that there was no right of revision under Rule 439 which applies only to taxations between party and party; that the practice in appealing from certificates of taxation between solicitor and client is unaffected by the O. J. A., and that the appeal should have been made under R. S. O. cap. 140, sec. 49.

Mr. Dalton, Q. C.]

[Jan. 17.]

BARRETT V. BARRETT.

Settlement by parties to deprive Solicitor of costs.

Plaintiff and defendant met and agreed upon a settlement of the suit without providing for payment of plaintiff's costs. The defendant's

solicitor refused to act in the matter when he saw the agreement. The parties then went to another solicitor who told them that in any settlement provision ought to be made for the payment of costs. No settlement was arrived at then. Subsequently the parties went to another place and employed a solicitor to draw an agreement between them. The plaintiff's solicitor refused to recognize the agreement and attempted to force on the trial. The parties again met at another place and the plaintiff employed a solicitor to draw written papers in which no provision was made for costs. The plaintiff was insolvent to the knowledge of the defendant.

Held, on the evidence adduced, that there was a combination between the defendant and plaintiff to defeat the claim of the latter's solicitor for costs, and an order was made for the payment thereof by the defendant as between solicitor and client.

REPORTS.

RECENT ENGLISH PRACTICE CASES.

(Collected and prepared by A. H. F. LEFROY, Esq.)

SCHNEIDER V. BATT.

Imp. O. 16, rr. 18, 21—Ont. O. 12, rr. 20, 23, (Nos. 108, 111.)—Third party—Notice.

B. ordered goods of a certain quality from P. and directed him to deliver them to S., who had ordered goods of the same quality from B. When the goods were delivered, S. complained of them to B. as being of inferior quality. B. subsequently wrote to P. that the goods had been examined by his agent, that they were of inferior quality, and that he should not accept them. S. having commenced an action against B. for the return of the purchase money, B. obtained leave to serve P. with a third party notice, under Imp. O. 16, r. 18, (Ont. No. 108); P. entered an appearance, and pleadings were delivered to and by him. Upon an application to a Master by B. under Imp. O. 16, r. 21 (Ont. O. No. 111) for directions as to the mode of trial; *Held*: that the letter written by B. to P. being evidence against him, but not against P., it would be unjust that the liability of B. and P. should be determined at one trial, and that no direction should be given.

[May 19, C. of A.—45 L. T. N. S. 370.]

The above head-note sufficiently shows the facts. The Master refused to give any direc-