that the defendant had never incurred any liability by his indorsement. The defendant, however, had paid the note, and had never raised any question of the right of the bank to recover from him.

It does not, therefore, seem that this is such an express overruling of the earlier decision as to preclude the defendants from raising the question again, and while the Supreme Court, as at present constituted, would, no doubt, give due consideration to what was said in Robinson v. Mann, they would not be bound to follow the view expressed.

In the head-note nothing is said about Canadian Bank of Commerce v. Perram. At the most, all that could properly be said would be that it was commented on or queried.

The defendants will, therefore, have leave to defend, but they should in every way facilitate as speedy a trial as possible, and on these terms the motion will be dismissed with costs in the cause, and defendants should plead not later than the 12th instant.

[See Slater v. Laboree, 10 O. L. R. 648, 6 O. W. R. 628.]

CARTWRIGHT, MASTER. OCTOBER 7TH, 1907.

CHAMBERS.

MARJORAM v. TORONTO R. W. CO.

RE SOLICITOR.

Costs—Settlement of Action—Payment by Defendants of Plaintiffs' Solicitor's Costs—Practice—Consent—Motion—Praecipe Order for Taxation—Offer to Pay Sum for Costs—Reference to Taxation—Costs of.

Motion by plaintiffs' solicitor for an order directing defendants to pay to him, after taxation, all such costs as plaintiffs would have to pay him, and motion by the same solicitor to set aside a præcipe order, obtained on the application of one of the plaintiffs, for taxation of the bill of costs delivered to the applicant.

J. MacGregor, for the solicitor.

Frank McCarthy, for the plaintiffs and defendants.