

in giving notice to terminate his lease, not being the natural result of the acts of the company, he could not recover compensation on the footing that he was entitled to a fourteen years' lease, and that he could not recover compensation in respect of an injury which was merely prospective, and which did not exist at the time of making the claim. Compensation was allowed on the footing of the claimant having a lease only up to the 11th November, when he terminated it by notice.

COUNSEL—CONDUCT OF ACTION—COMPROMISE.

*Matthews v. Munster*, 20 Q. B. D. 141, is a case to which we have already referred. See *ante*, p. 2. The facts were shortly these: On the trial of an action for malicious prosecution, the defendant's counsel, in the absence of the defendant, and without his express authority, consented to a verdict for £350 with costs, upon the understanding that all imputations against the plaintiff were withdrawn. On this being communicated to the defendant, he repudiated the compromise, and now moved the court to set it aside and for a new trial; but the Court of Appeal (Lord Esher, M.R., Bowen and Fry, LL.J.), affirming the Queen's Bench Division, refused the motion, holding that the relationship of counsel and client is not merely that of principal and agent, but that counsel, so long as his authority is unrevoked, has, subject to the control of the court, an "unlimited power to do that which is best for his client."

ADMINISTRATION—ADMINISTRATION DE BONIS NON—GRANT TO LEGATEE WITHOUT CITATION OF RESIDUARY LEGATEE.

Only two of the cases in the Probate Division seem to call for notice here. The first is *Re Wilde*, 13 P. D. 1. This was an application for administration *de bonis non*, by a specific legatee, in which it appeared that the residuary legatee, who was resident abroad, had notice by a letter that representation of the estate was required, and suggestion that he should renounce, to which he had made no reply; and it also appearing that he had no beneficial interest, there being no residue, it was held that the grant might be made without requiring the residuary legatee to be cited, or to renounce.

WILL—MISTAKE IN TRANSCRIBING DRAFT WILL—WILL ALTERED BY COURT TO CORRESPOND WITH DRAFT.

*Re Bushell*, 13 P. D. 7, strikes us as a somewhat curious case. Upon a will being propounded for probate whereby the testator had bequeathed a legacy to the "British Royal Infirmary," it was shown by affidavits that the legacy in the draft of the will was to the "Bristol Royal Infirmary." This draft had been read over to the testator and executed by him, and subsequently the engrossment had been executed by him without being read over. And, subject to an affidavit being produced that there was no such institution as the "British Royal Infirmary," the court granted probate of the will with the word "Bristol" substituted for "British."