be attributed to him in his character of receiver or committee, and, therefore, his surety could not be made liable in respect thereof.

SOLICITOR—CHARGING ORDER FOR COSTS—PROPERTY PRESERVED—APPOINTMENT OF RECEIVER—RESULT OF ACTION NOT BENEFICIAL—(ONT. RULE 1129)—TRUSTEES—PRIORITY—COSTS.

In re Turner, Wood v. *Turner* (1907) 2 Ch. 126 was an application by the plaintiff's solicitors for a charging order. The action was for administration, and a compromise had been made whereby it was agreed that the costs of all parties were to be paid out of the estate. The plaintiff's solicitors claimed to be entitled to a charging order (Ont. Rule 1129), for their costs. A receiver had been appointed in the action, but in the result the appointment had not proved beneficial to the beneficiaries, nevertheless Kekewich, J., held that the property had been "preserved," and the solicitors were entitled to a charge. It was also held that the trustees of the estate who were defendants were entitled to payment of their costs, charges and expenses, in priority to the charge of the plaintiff's solicitors for their costs.

LANDLORD AND TENANT—DETERMINATION OF TENANCY—TENANCY AT WILL CREATED ON TERMS OF EXPIRED LEASE—INCORPORATION OF TERMS OF LEASE — ARBITRATION CLAUSE — ACTION FOR OCCUPATION RENT — STAYING PROCEEDINGS — ARBITRATION ACT, 1889 (52-53 VICT. C. 49), SS. 4, 27—(R.S.O. C. 62, S. 6).

Morgan v. *Harrison* (1907) 2 Ch. 137 was an action for use and occupation. The defendants had been tenants of the plaintiffs of a colliery under a written lease which had expired. The lease contained a clause providing that disputes should be referred to arbitration. On the expiration of the lease the defendants asked for an extension of the lease and the plaintiffs wrote in reply that they might consider themselves tenants at will of the demised premises pending further arrangements. The defendants contended that the result of this was to incorporate into the tenancy at will by implication, so far as applicable, all the provisions of the written lease, including the arbitration clause, and they applied to stay the proceedings under the Arbitration Act (see R.S.O. c. 63, s. 6). Neville, J., refused the