

exercised so as to avoid present injury to existing property until practical men have found a way for all to work together in harmony."

The profession, as well as the public, are much indebted to Mr. Keasbey for his exceedingly intelligent and lucid treatise on this most important subject. The time is not long distant when there will doubtless be a large addition to the legal literature on electricity; but a good beginning has been made.

COMMENTS ON CURRENT ENGLISH DECISIONS.

(Law Reports for August—Continued.)

MARRIED WOMEN'S PROPERTY ACT, 1882—RIGHT OF HUSBAND TO CURTESY IN WIFE'S SEPARATE PROPERTY.

In *Hope v. Hope* (1892), 2 Ch. 336, Stirling, J., has decided that under the Married Women's Property Act, 1882, a husband is entitled to curtesy in his wife's separate property, as to which she has died intestate, and which property was acquired under the Act. This accords with the decision of the Court of Appeal in *Furness v. Mitchell*, 3 A.R. 510. The Ontario Act is now quite explicit on the subject (see R.S.O., c. 132, s. 4, s-s. 3; and see R.S.O., c. 108, s. 4, s-s. 3).

SOLICITOR AND CLIENT—TAXATION AFTER PAYMENT—RETENTION OF COSTS BEFORE DELIVERY OF BILL.

In *Hitchcock v. Stretton* (1892), 2 Ch. 343, was an action by a client against his solicitors for an account and for delivery of a bill of costs. After the issue of the writ the solicitors delivered a bill of costs. At the trial the plaintiff abandoned his claim to an account, but insisted on his right to a taxation of the bill. This was resisted on the ground that the bill had been paid. It appeared that the solicitors kept a running account with their client, in which they credited him with moneys received and debited him with disbursements; and they also, from time to time, debited him with sums in respect of costs of business transacted by them as his solicitors. No bills were delivered, but their accounts were periodically balanced and signed by the client, "settled and approved." The last account so signed was in May, 1886. In 1890 the action was commenced. Stirling, J., under the circumstances, refused to order a taxation, holding that the payments which had been made on account were referable to the bill subsequently delivered, and that there were no special circumstances to warrant a taxation. He distinguishes the case from *In re Stogdon*, 56 L.J. Ch. 420, where no bill had been delivered.

COMPANY—DEBENTURE-HOLDER—WINDING UP.

In *re Portsmouth Tramways Co.* (1892), 2 Ch. 362, the short point decided by Stirling, J., is that a debenture-holder of a company who has commenced an action to enforce his security and obtained the appointment of a receiver is not thereby precluded from subsequently applying for an order to wind up the company.