

SOLICITOR AND CLIENT—SETTLED ACCOUNTS—OVER CHARGES—
OPENING SETTLED ACCOUNTS—STATUTE OF LIMITATIONS (21
JAC. 1, c. 16) s. 3—(R.S.O. c. 324, s. 38.)

Cheese v. Keen (1908) 1 Ch. 245 is a case of some interest to solicitors. The defendant was a builder and from 1883 to 1904 had employed one Cheese as his solicitor, who financed him in various transactions. No bills of costs were ever delivered, but from time to time accounts were stated and the amount due to Cheese for loans, interest and costs were agreed, and Cheese took mortgages for the agreed amounts. By 1904 all the mortgages except two were paid off. In 1905, Cheese died, and the present action was brought by his executors on the two mortgages remaining unpaid. Keen counterclaimed for an account of all transactions between himself and his deceased solicitor, and he alleged that he had no independent advice and that he had been charged profit costs prior to the Mortgagees' Legal Costs Act, 1895 (58-59 Vict. c. 25), and he also proved errors in respect of charges for interest. The plaintiffs relied on the Statute of Limitations, 21 Jac. 1, c. 16, s. 3, (R.S.O. c. 324, s. 38). Neville, J., held that the statute was no bar, and that the defendant was entitled to relief for which he counterclaimed, and he made an order for taxation and to take the accounts with leave to the defendant to surcharge and falsify.

AIR—EASEMENT—DEROGATION FROM GRANT.

Cable v. Bryant (1908) 1 Ch. 259 was an action to restrain the defendants from interfering with the plaintiff's right to the access of air to his premises. The facts were that the plaintiffs had purchased in 1905 from the Hatfield Breweries Company a piece of land with a stable on it. At the time of the purchase the stable was ventilated by apertures to which the air had access over an open yard which the grantors then owned in fee but which was rented to a tenant for an unexpired term of 28 years. After the grant to the plaintiff the Breweries Company sold the yard to the defendant, the tenant joining in the deed to merge the term. The purchaser thereupon proceeded to erect a hoarding which had the effect of entirely closing the ventilators of the plaintiff's stable. Neville, J., granted a mandatory injunction to remove the obstruction on the ground that the action of the defendant was in derogation of the grant which