

been duly executed by the testator. Sanders had gone abroad and the plaintiff filed an affidavit verifying a letter dated Sept. 10, 1900, from a Mrs. Smith, of San Francisco, addressed to the authorities at Scotland Yard, inclosing what purported to be a confession by Sanders that he had forged the will at the suggestion and with the help of one of the defendants to the present action, but who was no party to the former probate action. It was contended that there was nothing to shew that the alleged confession was genuine and no proof of the discovery of any new evidence which would render it probable that the plaintiff could succeed in the present action. The Court of Appeal under these circumstances was of opinion that no case had been made which could lead the Court to think that there was any chance that the plaintiff could succeed, and that, therefore, the action must be stayed as frivolous and vexatious.

SOLICITOR AND CLIENT—SOLICITOR OF PURCHASER RECEIVING COMMISSION FROM VENDOR—TAXATION—RIGHT OF CLIENT TO CREDIT FOR COMMISSION RECEIVED BY HIS SOLICITOR.

In re Haslam (1902) 1 Ch. 765, the Court of Appeal (Williams, Stirling and Cozens-Hardy, L.JJ.) affirmed a decision of Kekewick, J. The application was by a client to review a taxation of his solicitors' bill under the following circumstances. The costs in question were incurred in reference to the purchase of a patent; the solicitors had previously obtained from the vendor a note promising them a commission in the event of their effecting a sale; this note was shewn by the solicitors to their client and he had it in his possession some days previously to the contract of sale being entered into. He made no objection, and the commission, amounting to £210, was, with the client's knowledge, received by the solicitors from the vendor. The client died and the solicitors delivered their bill to his executors who applied for a taxation thereof, and on the taxation claimed credit for the £210: the taxing master allowed their claim, but Kekewick, J., reversed the Master's ruling, and the Court of Appeal agreed with Kekewick, J., at the same time animadverting on the conduct of the solicitors in making such a bargain which rendered it impossible for them properly to fulfil the duties which they had undertaken to both vendor and purchaser. Stirling, J., intimates that the client's remedy, if any, would be to set aside the sale.