tioned. Rules 30 and 32 of O. VI. R. S. O. (cosst) 1875, apply only where specific objections are made to particular items. Here the objection was not to specific items as such, but to the principle upon which the whole bill was taxed. *Knight* v. *Pursell*, 49 L. J. (ch.) 120, is a strong authority in favour of the view the Court is taking. * * * * Such portion of the defendants' costs should be allowed to them as were rightly incurred by them in defending themselves on the points on which they succeeded, not the general costs of the cause, but a proper apportionment on the principle I have stated.

A judgment to same effect was given by LINDLEY, J., who observed that the master seemed to have taxed the plaintiff's and the defendant's bills upon different principles, whereas the order uses the same words as regards both bills, and both bills should have been taxed from beginning to end upon the same principle:—"The bills must be referred back to be re-taxed according to the rule adopted in *Knight* v. *Pursell*, not as to the proportions, but according to the general principle there laid down; the costs of the summons and of this motion to be allowed to the defendants."

Dugdale.—Costs are seldom, if ever, allowed where there has been a mistake of the master.

LINDLEY, J.—That rule is no longer applicable since the Judicature Act, 1873.

Order accordingly.

[NOTE.—*Imp. O. 6, r. 30, 32, Aug. 1875 (costs), are identical with Ont. O. 50, r. 20, 22, Nos. 447, 449.*]

FOWLER v. FOWLER.

Solicitor's Lien—Subpœna duces tecum—Inspection.

May 17—50 L. J. R. 686.

In this case a solicitor had been served with a *Subpœna duces tecum* to attend as a witness on behalf of the plaintiff, and to produce a certain marriage settlement which he had prepared, and which it was necessary to inspect.

When called he stated in the witness box that he had been employed by the plaintiff to prepare the settlement in 1873, but objected to produce it, as he had not been paid his costs for preparing it.

Counsel for plaintiff urged that the witness could not set up his solicitor's lien against the plaintiff, and cited *Locket* v. *Cary*, 10 Jur. N. S. 144; *Hope* v. *Liddell*, 7 De. Gex, Mand. G. 331.

KAY, J., referred to *In re Gregson*, 26 Bea. 87; *In re Cameron's Coalbrook Ry. Co.*, 23 Bea. 1, and held that the witness was bound to produce the settlement for the plaintiff's inspection.

CORRESPONDENCE.

Licensed and Unlicensed Practitioners.

To the Editor of the CANADA LAW JOURNAL:—

DEAR SIR,—My attention has been called to some editorial remarks in your journal of the 15th inst., and which severely criticise an advertisement of mine appearing in a country newspaper.

I may say that the said obnoxious advertisement has only appeared three times, so it has not yet had time I hope to do a great deal of harm. I have taken it out and it will hereafter simply read: "F——R——Law Offices W——and B——."

There being two other lawyers besides myself in each of the towns in which I practice, I can easily guess the "four sources" from whence you derived your information.

As you have editorially criticised me in your journal, and as your journal is the popular organ of the profession in this Province, I hope you will allow me through the same medium the privilege of saying a word or two in self defence.

I admit that the publishing the said advertisement was and is strictly considered a breach of professional "ethics" as conventionally allowed, especially when viewed from a city practitioners standpoint, but a country solicitor will be able on reflection easily to understand the position.