

settlor with his deceased wife's sister was under consideration, so far as it purported to confer a benefit on the intended wife, "so long as she should remain a widow and unmarried." The pretended marriage took place, and the settlor lived with the lady as his wife until he died, and during the life of his son and heir-at-law she received the rents of the property in question, without objection on his part. On the son's death, the trustees applied to the court to determine who was entitled to the property, on notice to the administratrix of the son's estate, and the lady claiming to be the widow of the settlor. North, J., was of opinion that the settlement was founded upon an illegal consideration, marriage with a deceased wife's sister being illegal according to English law, and therefore that the trusts in favour of the pretended wife failed, and the personal representative of the settlor's deceased son, who under the Land Transfer Act, 1897, is his real representative, was entitled to the property.

SOLICITOR AND CLIENT—COMMON ORDER FOR DELIVERY AND TAXATION OF BILL OF COSTS—SOLICITOR REFUSING TO CLAIM COSTS—LIABILITY OF SOLICITOR TO RENDER CASH ACCOUNT.

In re Landor (1899) 1 Ch. 818, an application was made to commit a solicitor for contempt in not delivering to the applicant a bill of costs pursuant to a common order obtained by his client. Landor had acted as solicitor, and the order, which was in the usual form, was served on 7th January, 1899, and required him to deliver his bill within a fortnight. The order not having been complied with, notice of the present motion was served on 31st January, 1899. On 22nd February, 1899, the solicitor made affidavit, in which he stated that he made no claim for costs. The client swore that the solicitor had borrowed money from him on a bill of exchange, on the understanding that his costs would be deducted from the amount of the bill of exchange, and stated that he believed the reason Landor refused to deliver a bill was because he had purported to pay himself the amount of his bill by means of a set-off against the amount owing by him in respect of borrowed moneys. North, J., was of opinion that if that was the state of the case the solicitor could be compelled to deliver his bill and cash account; but he thought that if the solicitor made affidavit that no costs were due to him, and that he had not paid himself any costs out of his client's moneys, he could make no