PRACTICE—BILL OF COSTS—SOLICITOR AND CLIENT—COUNSEL FEES UNPAID AT TIME OF DELIVERY OF SOLICITOR'S BILL.

In *Sadd* v. *Griffin* (1098) 2 K.B. 510 the Court of Appeal (Moulton and Farwell, L.JJ.) have decided that it is improper for a solicitor to include in his bill of costs delivered to his client counsel fees which have been incurred, but not actually paid when the bill is delivered, and in so doing reversed the contrary decision of Jelf, J.

PRINCIPAL AND AGENT—STOCK BROKER—RIGHT OF BROKER TO INDEMNITY FROM CUSTOMER—PAYMENT MADE BY BROKER WITHOUT CUSTOMER'S AUTHORITY.

In *Johnson* v. *Kearley* (1908) 2 K.B. 514 the Court of Appeal (Barnes, P.P.D., and Moulton and Farwell, L.JJ.) have affirmed the judgment of Bucknill, J., (1908) 2 K.B. 82, noted ante, p. 485. Farwell, L.J., however, dissented; as intimated in the previous note of the case, the decision of the majority of the court it is to be feared will hardly commend itself to the common sense of the ordinary stock broker, and even Barnes, P.P.D., is constrained to admit that the plaintiff's case was destitute of merits.

PRINCIPAL AND AGENT—LUNATIC NOT SO FOUND—PERSON APPOINTED UNDER LUNACY ACT TO CARRY ON BUSINESS OF LUNATIC—PERSONAL LIABILITY OF AGENT.

In *Plumpton* v. *Burkinshaw* (1908) 2 K.B. 572, the defendant had been appointed under the Lunacy Act, 1890 (53-54 Viet. c. 5), ss. 116, 120, 124, to carry on the business of a lunatic not so found. The business was carried on in the name of a firm, and the defendant ordered goods in the name of the firm from the plaintiff for the price of which the action was brought against the defendant personally. The action was tried by Sutton, J., who held that the defendant was not liable, and his decision was affirmed by the Court of Appeal (Barnes, P.P.D., and Moulton and Farwell, L.JJ.) on the ground that the effect of the order in lunacy was to constitute the defendant agent for the lunatic, and in the absence of any evidence of intention on the part of the defendant to pledge his personal credit, or hold himself out as principal, he was not liable.

PRACTICE—ACTION BY FIRM—ORDER FOR DISCOVERY—REFUSAL OF ONE PLAINTIFF TO MAKE DISCOVERY—APPLICATION BY CO-PLAINTIFF FOR ATTACHMENT—JURISDICTION.

Seal v. *Kingston* (1908) 2 K.B. 579 presents a somewhat peculiar state of facts. It was an application by a plaintiff to