

court to determine their rights, can surely give the court no authority voluntarily to assume the right to adjudicate upon them.

It is quite clear that the mere existence of a dispute gives a court of law no the right to step in and adjudicate upon it, nor does the mere fact of the existence of property confer any right on a court to proceed to enquire and adjudicate as to its ownership.

Her Majesty's subjects are entitled to settle disputes without resorting to her courts of law, and it seems almost a self-evident proposition that the making of a wrongful claim to property does not ipso facto give a court a right to adjudicate upon any rights affecting such property except so far as it is called upon to do so for the purpose of determining the claim presented for adjudication.

Two cases of the highest authority in the recent number of Appeal Cases may serve to show the accuracy of the view we have endeavoured to enunciate. *Hood Barrs v. Crossman*, (1896), A.C. 172, was a summary application made against the defendant's solicitors in an action, to compel them to repay certain costs which had been ordered to be paid to the defendant by a judgment which had been subsequently reversed. The costs had been paid, under threat of execution, to the solicitors, but without any undertaking on their part to refund. The House of Lords held that the Court had no jurisdiction to order the solicitors to refund. In giving judgment Lord Herschell said: "It is to be observed that nothing is more common than for the court when refusing to stay execution and allowing costs to be received, to require the solicitor who is to receive them to give a personal undertaking to repay them if the Court of Appeal should reverse the order for payment. My Lords, the fact that such undertakings are constantly given, is, to my mind, almost conclusive against the notion that the court has power where no such undertaking has been required and given, to order the solicitor to repay the costs."

Here was the case of an officer of the court who had received money for his client, which the court had ordered to