

Held, also, that, even if this could be construed as a mere license, it would last no longer than a tenancy would have done, and that it was therefore equally at an end.

Seem, also, that if the license were not at an end, it is one which could be exercised by A. personally only, and that the transaction between A. and B., amounted to transfer of the license, and was therefore void.

CHANCERY.

L. J. MACLEAN V. DAWSON. May 3.
Practice—Service of defendant out of jurisdiction.

When plaintiff applies for leave to serve a copy of the bill on a defendant out of the jurisdiction, it is a matter of discretion with the judge whether leave should be given. Although it is not necessary to support such an application with evidence of the truth of the plaintiff's case, yet the court ought to look into the bill to ascertain whether the plaintiff's case is a reasonable one.

L. J. LYDDON V. MOSS. April 29.
Agreement between solicitor and client—Agreement for compromise—Agreement to pay interest on bills of costs—Acquiescence.

M., a solicitor acting for the plaintiff in a suit, entered, (without consulting his client) into an agreement for a compromise, whereby the defendant was to pay a sum of money to the plaintiff, which was to be handed to M., in satisfaction of his bill of costs with compound interest; and the conduct of the suit was to be given up to another solicitor. M., prevailed on his client the plaintiff, to execute a deed carrying into effect this compromise. In the following year the plaintiff obtained independent professional advice on the subject of the compromise, but remained in friendly terms with M., and had divers negotiations and dealings with him, in relation to the deed of compromise but did not attempt to set it aside till eight years afterwards, when she filed a bill for that purpose.

Held, that neither the agreement for compromise nor the deed carrying it into effect was originally binding upon the plaintiff; but that under the circumstances, she had precluded herself by her conduct and the lapse of time from now setting the transaction aside, and the bill was dismissed without costs.

Per TURNER, L. J.—A solicitor's bill of costs does not carry interest: and if a solicitor makes an agreement with his client for interest, he is bound to let him know that it is a special bargain beyond what is sanctioned by law, or by the ordinary course of the profession.

V. C. K. GOMPERTZ V. POOLKY. Feb. 9.
Injunction—Guarantee—Common Law Procedure Act—Equitable defence.

Where a defendant in an action at law has an equitable defence only, he is not compellable under the Common Law Procedure Act to plead such equitable defence, but may at once come into equity for an injunction to restrain the action. If however such defendant has pleaded and exercised his option, he cannot have relief in equity.

V. C. K. VERITY V. WYLD. Feb. 11.
Solicitors lien—Compromise—Costs.

A solicitor has no lien for costs, as against other persons, on the property of his client, but only on whatever such client recovers by the litigation.

A solicitor's right of lien does not preclude a fair compromise but where a party is about to receive money to the exclusion of the solicitor, the solicitor may apply to the Court to provide for his costs.

L. C. WYTHES V. LABOUCHERE. Jan. 31.

Surety—Rights and obligations of—Concealment by creditor.

If a creditor takes a security, knowing that it is intended by way

of surety ship, that is an acceptance of the surety as such, within the principle of *Hollier v. Eyre*, 9 Cl. & Fin. 1.

A creditor who accepts a surety is not bound to volunteer information of previous transactions with the principal (*quere*), even though here were such, as it would be fraudulent to conceal if enquiries directed to them were made by the surety.

REVIEW.

SELWYN'S ABRIDGMENT OF THE LAW OF NISI PRIUS. Twelfth Edition, with considerable alterations and additions. By DAVID POWER, of the Middle Temple, Esquire, one of Her Majesty's Counsel, Recorder of Ipswich. 2 vols. London: V. & R. Stevens and G. S. Norton, 26 Bell Yard, Lincoln's Inn. Toronto: J. C. Geikie, King-street.

It is unnecessary, in this year of our Lord, to point out the utility and necessity to the legal profession, of the class of works of which the above is one. From the day that Buller's *Nisi Prius* first appeared as an anonymous publication, to the present time, there has been a demand for *Nisi Prius* works.

The *Nisi Prius* advocate cannot carry on circuit, either in his bag or on his back, all the works to which, in the course even of a very limited practice, he may require to consult. If practising on the civil side of the courts, he may have occasion to refer to many if not all works appertaining to civil rights. So, as to criminal law. For these and similar reasons, an epitome of the laws, in the shape of a circuit companion or work on *Nisi Prius*, is an indispensable requisite. Hence we have Buller, Espinasse, Stephens, Archbold and other works on *Nisi Prius*, to which no further reference is needed. Each and all of these we have mentioned have gone through repeated editions. The work now under review has reached no less than its twelfth edition. From this we learn not only the general utility of such works, but the particular value placed upon the work now before us.

The Editor of the twelfth edition of Selwyn's *Nisi Prius* informs us that he has omitted the chapters on "Consequential Damages," "Tithes," and "Wages," and has added those on "Amendment" and "Costs." So he has done away with the two sets of notes, the one numbered and the other lettered. These are either incorporated with the text, or else are placed with the other notes.

Considering the contents of the work, we find it wonderfully convenient. In two moderately sized volumes is contained the law evolved from no less than nine thousand decided cases. The process of condensation is really surprising, and the arrangement of title is all that can be either expected or desired. The following are the chief titles: Action of Account, Adultery, Assault and Battery, Assumpsit, Attorney, Auction, Bankrupt, Baron and Feme, Bills of Exchange and Promissory Notes, Coroners, Common, Covenant, Debt, Deceit, Detinue, Distress, Ejectment, Executors and Administrators, Factor, Fishery, Frauds, Statute of Game, Imprisonment, Insurance, Libel, Malicious Prosecution, Mandamus, Master and Servant, Nuisance, Partners, Quo Warranto, Replevin, Rescous, Shipping, Slander, Stoppage in Transitu, Trespass, Trover, Use and Occupation, Amendment under the C. L. P. Acts, Certificate for Costs.

Numerous as these titles are, each is a treatise in itself. Some of course are short, but others—such as Assumpsit, Bankrupt, Bills of Exchange, and Statute of Frauds—are very elaborate; and whenever a title is elaborate, that is full and extensive, it is carefully subdivided. Thus, upon reference to "Bills of Exchange and Promissory Notes," the following subdivisions present themselves: 1. Of the Nature of a Bill of Exchange. 2. Of the capacity of the contracting parties. 3. Of the Requisites of a Bill of Exchange. 4. Presentment for acceptance. 5. Of the Transfer of Bills of Exchange. 6. Of Presentment for payment. 7. Of the acts of the holder, whereby the parties may be discharged. 9. Of the action on a Bill