

for an injunction, it was contended by the defendants that the action was not maintainable because, by the Friendly Societies Act, it is provided that "every dispute between a member, or person claiming through a member, . . . and the society or an officer thereof, shall be decided in manner directed by the rules of the society," and the rules of the society in question required such disputes to be decided by a justice of the peace. But Grantham and Charles, JJ., were of opinion that that provision merely applied to disputes between persons admitted to be members and the society, and did not extend to cases like the present, where the status of the plaintiff as a member was the question in dispute, and they therefore granted the injunction.

EXECUTORY AGREEMENT FOR A LEASE—ACTION FOR RENT—SPECIFIC PERFORMANCE—EQUITY JURISDICTION

*Foster v. Reeves* (1892), 2 Q.B. 255, in view of the recent decision of the Court of Appeal that our County Courts have now no equity jurisdiction, appears to be of some importance. The defendant had entered into possession of premises under an executory agreement for a lease for three years. After he had been in possession a little over six months he gave a six months' notice to quit, as if in under a yearly tenancy, and left the premises. The action was brought for a quarter's rent which subsequently accrued. The value of the premises exceeded £500, so that the judge of the County Court in which the action was brought had no jurisdiction to decree specific performance of the agreement for a lease; but being of opinion that it was a case in which specific performance would be decreed by a court of equity, and that he was therefore bound to treat the defendant as tenant under the terms of the agreement, he gave judgment in favour of the plaintiff; but on appeal to a Divisional Court his judgment was reversed, and the Court of Appeal (Lord Esher, M.R., Fry and Lopes, L.JJ.) affirmed the Divisional Court on the ground that the equitable doctrine that a person who enters under an executory agreement for a lease must be decreed to be in as tenant according to the terms of the agreement can only be applied where the court in which the action is brought has jurisdiction to decree specific performance; that, in short, where the court has no equitable jurisdiction in the premises, the case must be dealt with as it would have been in a common law court before the Judicature Act.

SOLICITOR—UNQUALIFIED PERSON ACTING AS SOLICITOR—SUMMARY JURISDICTION OF COURT OVER UNQUALIFIED PERSON ACTING AS SOLICITOR—MONEY AND DOCUMENTS IN POSSESSION OF UNQUALIFIED PERSON ACTING AS SOLICITOR—ATTACHMENT.

*In re Hulm & Lewis* (1892), 2 Q.B. 261, Mathew and Collins, JJ., following *Wilton v. Chambers*, 7 A. & E. 524, held that where an unqualified person assumes to act as a solicitor, and as such obtains possession of money and documents of his client's, he is subject to the summary jurisdiction of the court as if he were in fact a solicitor, and is liable to be ordered to deliver up the money and documents to the client, and in case of disobedience of the order is subject to attachment for contempt. The decision of Pollock, B., refusing the attachment on the ground of want of jurisdiction, was therefore reversed.