

of his duty in certain winding-up proceedings. The defendant applied to dismiss the action as being frivolous and vexatious and an abuse of the process of the court, and the application was granted by Channell, J.

SOLICITOR—BILL OF COSTS—FORM OF BILL OF COSTS—SOLICITORS ACT, 1843 (6-7 VICT. c. 73) s. 37—(R.S.O. c. 174, s. 34).

*Cobbett v. Wood* (1908) 1 K.B. 590 was an action by solicitors to recover costs incurred by them on behalf of the defendant's wife. The plaintiffs had acted in a suit in the Probate and Divorce Court in which the wife had sued unsuccessfully for a judicial separation and in which the defendant had been ordered to pay costs as between party and party, which he had paid. They had also acted for the wife in proceedings before justices in which she was successful and the defendant had been ordered to pay £3 3s. for costs which the defendant had paid. The bill delivered was entitled in the Probate and Divorce Division of the High Court of Justice and included solicitor and client costs, which had not been allowed in the party and party taxation in the judicial separation proceedings, but did not include the costs allowed on the party and party taxation. The bill also included extra solicitor and client costs of the proceedings before the justices, over and above the £3 3s. which had been paid. It was objected on the part of the defendant, that no proper bill had been delivered, because the bill did not include the party and party costs of the judicial separation proceedings, and because it included costs of proceedings before justices, which were not in the Divorce Court. These objections were overruled by Pickford, J., but on the authority of *Cale v. Jarvis* (1897) 1 Q.B. 418, he held that the solicitors could recover no more costs of the proceedings before the justices than the justices had awarded.

PROBATE—WILL—INCORPORATION IN WILL OF UNEXECUTED MEMORANDUM.

*The University College of N. Wales v. Taylor* (1908) P. 140. The Court of Appeal (Cozens-Hardy, M.R., and Moulton and Farwell, L.JJ.) have been unable to agree with the decision of the president of the Probate Division (1907) P. 228 (noted ante, vol. 43, p. 614). Probate had been granted in common