

the court to entertain the appeal is not specific enough as to the only ground upon which the right of appeal could be claimed; and, lastly, that as section 30 relates to procedure the case seems to go the length of deciding that there can be no such thing as an imperative direction as to procedure in a statute unless, perhaps, by adding to the direction a rider providing that the proceedings shall be void unless the direction is followed, which ought to be unnecessary. Mr. Justice Gwynne says that the proceeding objected to was a mere irregularity. If so, could it be more than an irregularity in any case if a judge or court fails to comply with a statutory direction as to procedure?

CURRENT ENGLISH CASES.

The Law Reports for October comprise (1893) 2 Q.B., pp. 285-322; (1893) P., pp. 253-268; and (1893) 3 Ch., pp. 1-78.

SOLICITOR—BILLS OF COSTS, SERIES OF—TAXATION—PAYMENT OF COSTS BY GIVING NEGOTIABLE SECURITY.

In re Romer, (1893) 2 Q.B. 286, is an important and interesting case to solicitors, and throws a good deal of light on a question which is of some moment to them. The application was made by a client for the taxation of his solicitors' bills, and was resisted by the solicitors on two grounds: first, that all of the bills except one had been delivered more than twelve months before the application; and, second, that all of the bills had been paid. It appeared that the business to which the bills related was an arbitration, and that bills had been rendered every six months, accompanied by a cash account; and the last bill was rendered when the proceedings of the arbitration had been completed. No demand had been made for payment of the previous bills as delivered, but on the last bill being delivered the clients had given the solicitors several acceptances for the balance appearing due, two of which had been met at maturity, but others were dishonoured, and some were not due when the application was made. Mathew, J., granted the application on the ground of there being overcharges in the bills. The Divisional Court (Cave and Lawrance, JJ.) set his order aside, being of opinion that each bill was a separate bill, and not a part of a continuous bill; and also that the giving of the bills of exchange was a payment of the