the facts on which he now claimed to set the will aside. He acted as executor and intermeddled with the estate, and the question of law was, whether on these facts, either on the ground of estoppel or laches, he was debarred from contesting the validity of the will. Horridge, J., decided that the taking of probate did not constitute an estoppel, and that there was no rule of the Probate Court which prevented a person who takes out probate from afterwards impeaching the will; and that there had not been such laches on the part of the plaintiff as to make it inequitable for him to contest the validity of the will.

PRACTICE—DISCOVERY—INQUIRY AS TO MATERIAL FACTS.

Nash v. *Layton* (1911) 2 Ch. 71. This action was brought to enforce a charge given for money loaned. The defence was, that the plaintiff was a money-lender and had not complied with the Money Lenders' Act in making the loan for which the charge was given. The defendant claimed to examine the plaintiff for discovery, as to other loans made by the plaintiff within a reasonable time before the loan to the defendant, and on what security, and at what rates they were made, and generally into the circumstances and terms of such loans. Joyce, J., held this was inadmissible, but the majority of the Court of Appeal (Cozens-Hardy, M.R., and Buckley, L.J.) overruled his decision, Moulton, L.J., dissenting.

SOLICITOR—LIEN—TRUST DEED—COSTS INCURRED PRIOR TO TRUST DEED—DEBENTURE HOLDER.

In re Dee, Wright v. *Dee* (1911) 2 Ch. 85. In this case a company having determined to issue debentures to be secured by a trust deed, the person proposed as trustee appointed a solicitor to act for him in connection with the trust (the company being represented by another solicitor), and under this retainer the solicitor investigated the title of the trust property, and approved of the trust deed on behalf of the trustee. An order having been made for taxation of the solicitor's costs, he claimed to be entitled as against both the trustee and the debenture holders to a lien on the trust deed for all costs properly incurred in relation to the trust, notwithstanding they were incurred prior to the execution of the deed. The taxing Master gave effect to this claim, and his decision was affirmed by Eady, J., whose decision was also affirmed by the Court of Appeal (Cozens-Hardy, M.R., and Moulton, and Buckley, L.JJ.).