

COSTS—ACTION FOR RECOVERY OF LAND—LANDLORD AND TENANT—FORFEITURE FOR BREACH OF COVENANT—UNNECESSARY DEFENDANTS—UNNECESSARY ACTIONS—DISALLOWANCE OF COSTS UNNECESSARILY INCURRED—RULE 1002 (20)—(ONT. RULE 1154).

*Geen v. Herring* (1905) 1 K.B. 152 was an appeal from a taxation. The plaintiff was the owner of the reversion in four leases, comprising a number of houses sub-let to weekly tenants. The leases had all been assigned to Herring. The leases having become forfeited by reason of the breach of covenants to repair, the plaintiff commenced four actions to recover possession, and joined all the sub-tenants as defendants with Herring. Herring, having effected the required repairs, applied for relief against the forfeiture which was granted on condition of his paying the plaintiff's costs of the actions between solicitor and client. On the taxation of these costs the master allowed in each action copies and service of the writs on all the sub-tenants. From this Herring appealed, Bruce, J., dismissed the appeal, but the Divisional Court (Stirling, and Mathew, L.JJ.) were of opinion that as the real object of the actions, namely, to compel the execution of the repairs, might have been effectually attained by one action against Herring alone, the costs of joining and serving the sub-tenants was an unnecessary expense, the costs of which should not be allowed; but as the terms on which relief had been granted to Herring were the payment of the costs of the four actions, the Court could not now limit the plaintiff to the costs of one.

BANKRUPTCY—SECURED CREDITOR—VALUING SECURITY—SUBSEQUENT INCREASE IN VALUE OF SECURITY—APPLICATION OF CREDITOR TO RE-VALUE SECURITY—(R.S.O. c. 147, s. 20 (4)).

*In re Fanshawe* (1905) 1 K.B. 170, although a bankruptcy case, seems deserving of attention as bearing on R.S.O. c. 147, s. 20 (4). In this case a secured creditor filed his proof in bankruptcy valuing his security at half the amount of his debt. In consequence of this claim, a scheme of composition at 10s. in the pound based on the supposition that this creditor was fully secured fell through, and the bankrupt's estate only paid 1s. in the pound. Eight years afterwards, the security having greatly risen in value, the creditor applied for leave to amend his proof, by revaluing his security on the footing that he was fully secured, and it was held by Bigham, J., that he was entitled to do so.