in the firm's name, stating that part was in payment of costs due the firm, and the rest to make arrangements with the client's creditors. The solicitor misappropriated the money. *Held*, that the transaction with the client was within the scope of the partnership business; and that the partners were jointly and severally liable to make good the amount, but that all the partners were necessary parties to a suit in equity for that purpose.—*Atkinson* v. *Mackreth*, Law Rep. 2 Eq. 570.

2. If the defendant does not plead no signed bill delivered, an attorney may rely on a contract for a specific sum for business to be done, without producing a bill, or showing charges amounting to the sum.—*Garth* v. *Rutland*, Law Rep. 1 C. P. 642.

3. The attorney of a married woman retained in a divorce suit has a lien for his costs on her alimony in his hands.—*Ex parte Bremner*, Law Rep. 1 P. & D. 254.

See Production of Documents, 1; Trustee, 2.

Specific Performance. — *See* Discovery; Easement.

Stoppage in Transitu.

A French firm, M. & D., sold goods through their agent in England to S. & T., payable by bill at three months, and shipped the same. A bill of lading was delivered to S. & T., in exchange for their acceptance at three months. Afterwards, the bill of lading was redelivered to M. & D.'s agent to hold as security against the acceptance. T., a member of the firm of S. & T., subsequently obtained the bill of lading from M. & D.'s agent by a fraudulent misrepresentation, and indorsed and delivered it to P. for value, without notice of the fraud. *Held*, that M. & D.'s right of stoppage *in transitu* was gone.—*Pease* v. *Gloahec*, Law Rep. 1 P. C. 219.

Threat.

At the trial, before justices, of an information against A. & B., under 6 Geo. IV., c. 129, sec. 3, for unlawfully, by threats, endeavoring to force C. to limit the number of his apprentices, it appeared that C. was a master-builder, and A. and B. president and secretary of a bricklayers' association. C.'s men having left him, he wrote, three weeks after, to B., as secretary, asking why the men were taken from him, and what they required him to do. At a meeting of the association, at which A. & B. were present, a reply was sent stating a resolution, passed some time before, that no society bricklayer would work for B. till he parted with some of his apprentices. The justices convicted A. & B. *Held*, on a case stated, that as the justices had not stated that they had drawn the inference that sending the resolution was a threat, the court ought not to draw such inference from the evidence, and that the conviction ought not to stand. *Quære*, whether the combination of the men was illegal.—*Wood* v. *Bowron*, Law Rep. 2 Q. B. 21.

Trustee.

1. A trustee cannot exact any bonus in respect of great advantages accrued to the *cestuis que trustent* from services incident to the performance of duties imposed by the trust deed, and a settled account by a *cestui que trust*, allowing such bonus was set aside.—*Barrett* v. *Hartley*, Law Rep. 2 Eq. 789.

2. A solicitor, holding the deeds of an estate mortgaged to his client, deposited them with a banker, as security for money with which he bought an estate for himself. When the mortgage was paid, he used the mortgage money in repaying the banker's loan, but told his client that he had re-invested it in other good security. His client thereupon executed a reassignment of the mortgage; but the solicitor never re-invested the money, though he paid interest thereon till his death. *Held*, that the client had a lien on the estate bought by the solicitor. —*Hopper* v. *Conyers*, Law Rep. 2 Eq. 549.

3. A marriage settlement declared that money, then in the hands of the wife's brother, should be held by three trustees (one being the brother) on trust, to pay her, at her written request, the whole or any part absolutely, and, till such request, on trust, when and as the same should come into the trustees' hands, to invest the same, and pay the interest to the wife for life, for her separate use, and, after her death, as she should by will appoint; and, in default of appointment, to the husband. The money was allowed to remain thirteen years in the hands of the brother, who paid the husband the interest and part of the principal, with the wife's knowledge. On bill by the wife, after death of the husband and insolvency of the brother, against the three trustees, *held*, that the trustees were guilty of a breach of trust, but that the wife was debarred by acquiescence from claiming as against the two trustees who had neglected to call in the money.—*Jones* v. *Higgins*, Law Rep. 2 Eq. 538.

See Will, 4, 6; Mortgage, 3.

Ultra Vires.

Semble, that the directors of a railway company have no power to make a contract so as to give another railway company an interest in the traffic which may be carried on a line of railway which the directors' company may