sum of four shillings; and probably the solution of the interesting legal question involved was not arrived at without an expenditure of at least 250 times the amount in question. A couple of wealthy corporations, no doubt, could well afford this luxury. The point in dispute was not very intricate. The plaintiffs had let to one Woodman a sewing machine under a hire and purchase agreement. Woodman, while in possession of the machine under this agreement, deposited it in the cloak room at one of the defendants' railway stations, and subsequently decided not to take it away, and notified the plaintiffs where it was; and they demanded it from the defendants, who refused to deliver it up until paid their charges for keeping it, amounting to four shillings; hence the action. A Divisional Court (Mathew and Collins, JJ.) affirmed the judgment of a County Court judge, holding that the defendants had a valid lien on the machine for their charges, which was good as against all the world; because Woodman, while in possession under the agreement, had a right to take the machine with him if he travelled, and to deposit it in the cloak room, and that in the course of such reasonable user he could give rights to the defendant company which were valid as against the owners of the machine; and also on the ground that the defendants were, as common carriers, bound to give reasonable facilities for the storage of the goods of travellers, and that it was in the performance of that obligation they had received the machine, and, therefore, acquired a valid lien thereon for their charges in taking care of it.

DEFAMATION—LIBEL—PRIVILEGED COMMUNICATION—LETTER WRITTEN BY SOLICITOR IN ORDINARY COURSE OF DUTY TO CLIENT.

Baker v. *Carrick*, (1894) 1 Q.B. 838, was an action for libel. The libel complained of was contained in a letter written by the defendant as a solicitor in the ordinary course of his duty to his client, a creditor of the plaintiff, directed to a third party, notifying him not to part with the proceeds of certain goods intrusted to him for sale, on the ground that the plaintiff, the owner of the goods, had committed an act of bankruptcy, upon which an order in bankruptcy might be made against him. The jury having found a verdict for the plaintiff, the defendant appealed, and moved to enter judgment dismissing the action. The Court of Appeal (Lord Esher, M.R., and Lopes and Davey, L.JJ.) allowed