

prevented the mortgagor having any implied power to exercise such a right of removal, and therefore the fixtures, being affixed to the freehold, passed to the mortgagee who was entitled to damages for their removal.

SOLICITOR AND CLIENT—LIEN OF SOLICITOR ON PAPERS—ACCEPTANCE OF SECURITY BY SOLICITOR—WAIVER OF LIEN.

In re Morris (1908) 1 K.B. 473 was an application by a client against his solicitors to compel the delivery up of papers on which they claimed a lien, on the ground that he had given the solicitors security for payment of their costs, the acceptance of which had operated as a waiver of any lien on his papers. The evidence was conflicting, but the court accepted the solicitor's version that the security was not given or accepted as security for costs generally, but merely for those in one particular action, and therefore it was held there had been no waiver of the lien. The Court of Appeal (Lord Alverstone, C.J., and Buckley and Kennedy, L.JJ.) lay it down, that where a solicitor receives security for his general costs from his client it is his duty to inform his client expressly if he still intends to retain a lien, otherwise the lien will be waived.

SHIP—CHARTER-PARTY—DEMURRAGE—LAY DAYS—ARRIVAL AT PLACE OF LOADING—OBLIGATION OF MASTER TO GO TO BERTH NAMED BY CHARTERER.

In Leonis SS. Co. v. Rank (1908) 1 K.B. 499, the Court of Appeal (Lord Alverstone, C.J., and Buckley and Kennedy, L.JJ.) have reversed the judgment of Channell, J. (1907) 1 K.B. 244 (noted ante, vol. 43, p. 364). The action was by ship-owners for demurrage. The charter-party provided that the charterers should ship a cargo and that the time for loading should commence to count twelve hours after they received written notice from the master of the ship that it was in readiness to receive a cargo. The ship arrived at the port of lading and anchored in the river within the port a few ship's length from the pier, and a written notice was given to the charterers of its readiness to receive cargo. The charterers required the ship to be brought alongside the pier but owing to the crowded state of the port she was delayed in getting a berth. The place where the ship anchored was not a usual but a possible loading place. Channell, J., held that the time did not begin to run till the vessel got a berth alongside the pier. The Court of Appeal,