

SOLICITOR AND CLIENT—UNCERTIFICATED SOLICITOR—COSTS AND
DISBURSEMENTS—RETAINER OF COSTS OUT OF CLIENT'S MONEYS
—SOLICITORS ACT, 1874 (37-38 VICT. c. 68), s. 12.

Browne v. Barber (1913) 2 K.B. 553, is a case which shows that there is a difference between English and Ontario statute law, in regard to solicitors practising without a certificate. The English Solicitors Act, 1874, s. 12, provides that, where an unqualified person acts as a solicitor, he can recover no fee reward, or disbursement, for anything so done. It was therefore held, in this case, by the Court of Appeal (Williams, Farwell, and Kennedy, L.JJ.), affirming Channell, J., that, where an unqualified person acts as a solicitor, he cannot retain out of any moneys of his client, which come to his hands, any fee, reward, or disbursement. Under the Ontario Act (2 Geo. V. c. 28), a penalty of \$40 is imposed on a solicitor practising without a certificate (s. 24); and he is made liable to suspension (s. 25); and he cannot recover any fee, or reward, or disbursement, for anything done by him while imprisoned or suspended (s. 27). By s. 4, persons practising without being admitted, are guilty of a contempt of Court. But the Ontario Act does not appear to contain any similar provision to that of the English Act of 1874 above mentioned. When the Ontario statute was recently under revision, it seems a pity a similar provision to that of the English Act of 1874, was not included.

STATUTE OF LIMITATIONS (21 JAC., c. 16)—(10 EDW. VII. c. 34,
SS. 46-49)—TRUST—EXPRESS TRUST—SHIPPING AGENT—
SALE OF CARGO AND PAYMENT OF CLAIMS BY AGENT—BALANCE
IN AGENT'S HANDS.

Henry v. Hammond (1913) 2 K.B. 515. This was an action brought by a principal against his agent, who had been employed by the plaintiff to sell a cargo of goods which had been salvaged, and out of the proceeds pay all claims and expenses in connection with the cargo. This the defendant did, in 1883, and a balance remained in his hands, which was not paid over to the plaintiff, and of which he did not know. This balance appeared in the defendant's balance sheets from 1884 to 1888 as a debt owing, the name of the vessel carrying the cargo had been first mentioned, but the name of the creditor was not stated, and in 1889 it was carried to profit and loss in his accounts, and thereafter did not appear on the balance sheets. The defendant set up the Statute