

## REVIEW OF CURRENT ENGLISH CASES.

(Registered in accordance with the Copyright Act.)

SOLICITOR—LIEN—DOCUMENTS OBTAINED WITHOUT LITIGATION—  
BANKRUPTCY—TRUSTEE—DOCUMENTS OBTAINED BY SOLICITOR  
AFTER BANKRUPTCY—COSTS.

*Meguerditchian v. Lightbourn* (1917) 1 K.B. 297. This was an action by a trustee of a bankrupt to recover certain documents belonging to the bankrupt on which the defendants (a firm of solicitors) claimed a lien, as well for costs due them by the bankrupt, as also for costs due them by the trustee in respect of business transacted by them in procuring the delivery up of the documents in question. The plaintiff did not contest the defendant's right to a lien for costs for business transacted in reference to the documents pursuant to his instructions, and paid into Court the amount of such costs; but he disputed the right of the solicitors to any lien on the documents for any costs incurred in reference thereto, prior to the bankruptcy. Rowlatt, J., who tried the action, held that no lien attached to the documents in respect of any costs incurred in reference to any endeavours to procure them prior to the bankruptcy, and gave judgment for the plaintiff.

CONTRACT—ILLEGALITY—PUBLIC POLICY—ASSIGNMENT OF PRESENT AND FUTURE EARNINGS—COVENANT IN RESTRAINT OF PERSONAL FREEDOM—COVENANT NOT TO LEAVE PRESENT EMPLOYMENT WITHOUT SANCTION OF ASSIGNEE.

*Horwood v. Millar's Timber Co.* (1917) 1 K.B. 305. This was the case in which a Divisional Court decided (1916) 2 K.B. 44, (noted ante vol. 52, p. 350), that a man cannot, by contract, deprive himself of freedom of action so as to put himself in a position of slavery to another. The contract in question was one made between a lender and a borrower whereby the latter assigned his future earnings to the lender and bound himself not to leave his employment without the assignee's leave. The Court of Appeal (Lord Cozens-Hardy, M.R., and Warrington, and Scrutton, L.J.), agreed with the Divisional Court that such a contract is against public policy and illegal. It is well to know that the law will not enforce contracts of that kind for they are absolutely inimical to freedom, for as Scrutton, L.J., puts it, such a contract "made the unfortunate man the slave of the money-lender."