

SOLICITOR AND CLIENT—AGREEMENT TO PAY LUMP SUM—RETAINER OF COSTS OUT OF MONEYS OF CLIENT—PAYMENT OF COSTS—TAXATION OF COSTS.

*In re West* (1892), 2 Q.B. 102, was an application by the trustee of a bankrupt for the delivery of a bill of costs by a solicitor of the bankrupt under the following circumstances: The bankrupt, prior to his bankruptcy, had employed the solicitor to do certain work for him, and deposited with him a sum of money to be applied in payment of his costs. After the costs had been incurred, and without the delivery of any bill, the solicitor and the client came to an oral agreement and fixed the costs at a lump sum, which the solicitor retained out of the money deposited with him. The client then became bankrupt, and his trustee made application against the solicitor for a delivery of his bill of costs, which was resisted on the ground that the bill had been paid. Cave and Williams, JJ., held that as under the statute 33 & 34 Vict., c. 28, s. 4, any agreement between a solicitor and client fixing the amount of costs at a lump sum is invalid unless in writing signed by the solicitor and client, the solicitor could not rely on the oral agreement, and that the mere retainer of the costs out of the moneys in his hands did not amount to payment. Except on the latter point, this case would not be applicable in Ontario, as there is no statute in force here similar to 33 & 34 Vict., c. 28, and therefore nothing to prevent the making of an oral agreement fixing the amount of costs already incurred.

EVIDENCE—INFRINGEMENT OF COPYRIGHT ON PICTURE.

*Lucas v. Williams* (1892), 2 Q.B. 113, was an action brought to recover damages for the infringement of a copyright in a picture. At the trial the plaintiff did not produce the original picture, but gave evidence that he had seen it, and that an engraving which he produced was an exact copy of it, and that a photograph sold by the defendant was taken from the engraving. Collins, J., at the trial, held this evidence sufficient without production of the original picture, and the Court of Appeal (Lord Esher, M.R., and Fry and Lopes, L.JJ.) affirmed his decision. Such evidence they hold to be primary evidence, and, though the production of the original picture might be more satisfactory, yet that is an objection, as Lopes, L.J., points out, going merely to the value, and not the admissibility of the evidence.

LIQUOR LICENSE ACT—PERMITTING DRUNKENNESS ON PREMISES—(R.S.O., c. 194, s. 73).

In *Hope v. Warburton* (1892), 2 Q.B. 134, Day and Charles, JJ., held that it is not necessary in order to sustain a charge of permitting drunkenness on licensed premises (see R.S.O., c. 194, s. 73) to show that a drunken person was served with drink on the premises. By the English Act (35 & 36 Vict., c. 94, s. 18), we may observe, express power is given to a tavern-keeper to eject a drunken man, but we do not think any such provision exists in the Ontario Act.

ROYAL NAVY—RIGHT OF OFFICER TO RESIGN COMMISSION—DESSERTION.

*Hearson v. Campbell* (1892), 2 Q.B. 144, was an action for false imprisonment. The facts of the case were that the plaintiff had accepted a commission in the