

subject to a lien without the written consent of the person entitled to the lien. The statute was peculiarly worded, inasmuch as the first part made it penal to sell wool "with a view to defraud," but the latter part relating to the sale of stock was not so limited. It was proved at the trial that the plaintiff had in fact sold the stock in question without the written consent of the defendants, who were entitled to a lien, but that the sale had been made with the defendants' knowledge and oral consent. The jury in reply to questions put to them by the judge, found that the defendants did not believe that the plaintiff had committed an indictable offence. The Court below held that the object of the statute was to punish fraud, and that it was essential to constitute any offence under the Act that there should be *mens rea*, and judgment was given for the plaintiffs; but the Judicial Committee of the Privy Council (Lords Watson and Davey and Sir R. Couch) reversed the decision, being of opinion that it was for the judge at the trial to construe the section of the Act in question to determine whether or not any offence was proved, and that upon a proper construction of the section intent to defraud was not a necessary ingredient of the offence of selling stock without the written consent of the lienholder. The action was therefor dismissed.

COMPROMISE—SOLICITOR, AUTHORITY OF TO COMPROMISE—NO IMPLIED AUTHORITY BEFORE ACTION.

*Macaulay v. Polley*, (1897) 2 Q.B. 122, is an appeal from an order of Grantham, J., in Chambers, refusing to stay the action. The ground on which the stay was claimed was that before action the plaintiff's solicitor had agreed to a compromise of the plaintiff's claim, and had accepted a sum of money in satisfaction thereof. Grantham, J., held that a solicitor has no implied authority before action to compromise a claim of his client, and as no actual authority to enter into the alleged compromise was shown, nor had the plaintiff received the money, it was nugatory, and with this view the Court of Appeal (Lord Esher, M.R., and Smith and Chitty L.JJ.) agreed, following a decision of Willes, J., in *Duffy v. Hanson* (1867) 61 L.T. 332.