

## FLOTSAM AND JETSAM.

taken before magistrates and each time discharged for want of evidence; but Sub-inspector Hannan, the Fijian officer, feeling convinced that he was the man for whom a reward of £100 was offered, watched his man from one island to another, and for the fourth time arrested him and charged him with some breach of local law, on which he secured his remand until the authorities at Hull could be communicated with and an officer sent out. Detective Trafford, of the Hull force, was despatched to Fiji. On arriving there he fully identified Ward, and received him into his custody. The officer and his prisoner having arrived in Hull, Ward was taken before the court on the following day. Captain Demme was present, and deposed that the signature on the bill of lading produced was a forgery. He also stated that on the voyage to which the fictitious document referred he brought nothing but grain. This evidence being taken, the prisoner was remanded.—*Exchange*.

**THE LAW OF BOOK SALES.**—At the Sheffield County Court on Wednesday, says *The Daily News*, the judge, Mr. T. Ellison, had an action before him of a very novel character. The plaintiff, Mr. J. Langley, is a merchant at Hull, and the defendants are Messrs. Smith & Sons, the well-known news agents and book-stall keepers. In March last the plaintiff was at the Victoria railway station, Sheffield, and went to the defendants' book-stall. There he saw two volumes of a work by Jules Verne, each being marked one shilling. He wished to purchase one of them, but the manager of the stall said he could not sell one volume without the other. The plaintiff thereupon took up one of the volumes and tendered half a sovereign in payment. The manager, however, retained two shillings out of the half-sovereign. The plaintiff refused to take the second volume, and brought his action to recover the shilling which the manager had retained. It was contended by Mr. Porritt, who appeared for the plaintiff, that the volumes being exposed for sale, and a price marked upon them, a purchaser was entitled to insist upon buying a separate volume. Even if the plaintiff was compelled to buy the two volumes, the manager had no right to detain the other shilling against his will. His remedy was to sue for the shilling as a debt. For the defendants, it was proved that the second volume had been sent to Hull twice, and been refused. His honor held that as the books were exposed, and a price marked upon them, a purchaser was justified in merely buying one volume. If the

defendants were entitled to the second shilling, they should have sued for it, and not have detained it. He gave a verdict for the amount claimed, with costs.—*Exchange*.

**SOLICITOR'S LIEN.**—The current number of reports contains a case the parallel of which must frequently occur in practice, and which illustrates, in a manner worthy of note, the extent to which a solicitor is entitled to claim a general lien on papers. We allude to the case of *Ex parte Calvert, re Messenger*, 45 Law J. Rep. Bankr. 136. The case was heard by the Chief Judge, on appeal from the County Court Judge, and resulted in a reversal of the decision given in the Court below.

Messenger, the bankrupt, mortgaged to one Mr. Johnson freehold property. The solicitor, Mr. Calvert, acted as solicitor both for the mortgagor and mortgagee. Before and at the time of the mortgage the title-deeds of the property were in the custody of Mr. Calvert, and after the mortgage the deeds were allowed to remain in Mr. Calvert's hands. Upon the bankruptcy of Messenger the property was sold by direction of the trustee, subject, of course, to the mortgage, and the purchase-money was paid to Mr. Calvert. In accounting to the trustee, Mr. Calvert claimed to deduct for his own use a sum of money representing the amount due to him by Messenger, at the time of the mortgage, for professional costs, basing his claim on his legal right to hold the deeds.

Now, it was clear upon the facts that up to the time of the mortgage the solicitor had a good lien on the deeds for his charges. The question, therefore, was whether Mr. Calvert, although he never actually handed over the deeds, at the date of the mortgage, to the mortgagee, was to be regarded in law as having done so, and as having thereby given up his lien. This contention appeared too subtle to the Chief Judge, who preferred to rely on the substantial fact that Mr. Calvert never had let the deeds go out of his possession, and so had done no act to determine his lien. The case of *Colmer v. Ede*, 40 Law J. Rep. Chanc. 185, decided by Vice-Chancellor Stuart, was cited in confirmation of the opinion of the Chief Judge; and, when that case is carefully read, it becomes manifest that the Vice-Chancellor had really adjudicated upon the point presented to the Court of Bankruptcy. The decision seems to be in accordance with good sense, and it certainly cannot fail to be satisfactory to the profession.—*Law Journal*.