

SOLICITOR—LIEN FOR COSTS—INFANT—COMPROMISE OF ACTION.

In re Wright, Wright v. Sanderson (1901) 1 Ch. 317, a solicitor for an infant in an action claimed a lien on a fund which had been brought into Court in the action, and pursuant to a compromise had been ordered to be paid out to trustees for the benefit of the infant. Kekewich, J., dismissed an application by the solicitor for a charging order on the fund, holding that the solicitor had no lien on the fund, but the Court of Appeal (Lord Alverstone, C.J., Rigby and Williams, L.JJ.), thought he was wrong and made an order declaring the solicitor entitled to a lien, the charging order not being asked for on the appeal, and it was held to be neither customary nor necessary that the judgment should declare the solicitor entitled to a lien, and that its omission to do so in no way prejudiced the solicitor's right.

COMPANY—MEMORANDUM OF ASSOCIATION—SALE OF BUSINESS—DEBENTURE HOLDERS—FLOATING CHARGE.

In re Borax Co., Foster v. Borax Co. (1901) 1 Ch. 326. After the decision of North, J. (1899) 2 Ch. 130 (noted ante vol. 35, p. 747), his order was appealed, and as a result of an arrangement come to on the appeal it was dropped on £16,800 being paid into Court to answer the claims of the plaintiff, if any. The action then proceeded to trial and Farwell, J., held that the plaintiff and other debenture holders had a prior charge on the sum so paid into Court. The Court of Appeal (Lord Alverstone, C.J., and Rigby and Williams, L.JJ.), however, came to the conclusion that inasmuch as the articles of association expressly empowered the company to sell the whole or any part of the business of the company, the sale was not ultra vires, and that by the sale the company did not cease to be a going concern, so that the debentures were still nothing but a floating security and as such they did not entitle the plaintiffs to interfere with what the company had done in the ordinary course of its business as defined by the memorandum of association. The decision of North, J., was disapproved and the judgment of Farwell, J., reversed, and the action was dismissed.

PRINCIPAL AND AGENT—CONTRACT BY AGENT WITHOUT AUTHORITY OF PRINCIPAL—AGENT, PERSONAL LIABILITY OF—KNOWLEDGE OF WANT OF AUTHORITY.

Halbot v. Lens (1901) 1 Ch. 344, was an action to compel the specific performance of a contract relating to a composition with