

Review of Current English Cases.

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By CECIL CARRICK, Barrister-at-Law.

Solicitor—Lien for costs—Partnership Action.

Dessau v. Peters; Rushton & Co., 1922, 1 Ch. 1. (Sargant J.)

When after an order has been made for dissolution of a partnership, and a receiver appointed of the partnership assets, the plaintiff in the action changes his solicitors, the former solicitors cannot assert their lien for costs of the action by retaining papers that have come into their hands in the course of the action, but must deliver them up upon receiving the usual undertaking by the new solicitors for preserving their lien. A partnership action is one in which not only the plaintiff but other parties are interested in not having the determination deferred of the questions to be dealt with, and a solicitor has only such qualified lien on his client's documents as is recognised in other cases where the client is not the only person interested.

Will—Condition contrary to public policy.

In re Boulter, Capital and Counties Bank v. Boulter, 1922, 1 Ch. 75, (Sargant J.)

A gift was made to grand-children upon the express condition that they should not, during their respective minorities, reside abroad except for periods not exceeding six weeks in each year, with a provision for forfeiture on non-compliance. It was held that this condition was a condition subsequent, and that as it tended to the possible separation of the children, from their parents it was void as being contrary to public policy.

Sale of business—Delay in completion.

Golden Bread Co. v. Hemmings, 1922, 1 Ch. 162. Where premises are sold together with the goodwill of the business being carried on therein, and the contract is not completed on the day fixed for completion, by reason of the default of the purchaser, the vendor is entitled to carry on the business at the purchaser's risk; and to be indemnified by him for losses so incurred, provided that he informs the purchaser promptly of what he is doing, and that the business is being carried on at a loss.

Sale of goods—Merchantable quality.

Samner Permain & Co. v. Webb & Co., 1922, 1 K.B. 55, (Court of Appeal). "An implied condition that goods shall be of merchantable quality" does not include the quality of being