

from contesting his liability to pay certain charges in the bill, although such charges may properly be chargeable by the solicitor as against his client.

**LEASE—SURRENDER BY OPERATION OF LAW—TITLE DEED, CUSTODY OF.**

In *Knight v. Williams* (1901) 1 Ch. 256, Cozens-Hardy, J., also decided that upon the surrender of a lease by the acceptance of a new lease for a longer term to the same lessee, the lessee is entitled to retain the original lease, because the acceptance of a new term is only an implied surrender of the original lease, provided the new lease is good, and if it is not, the old lease remains in force, and therefore the lessee, notwithstanding the grant of the new lease, retained an interest in the lease surrendered.

**PRINCIPAL AND AGENT—POWER OF ATTORNEY—CONSTRUCTION—EJUSDEM GENERIS—MONEY HAD AND RECEIVED.**

In *Jacobs v. Morris* (1901) 1 Ch. 261, the plaintiff sought an injunction to restrain the negotiation of certain bills of exchange given by his attorney in alleged excess of his authority, and the defendants counterclaimed to recover the amount from the plaintiff for money had and received by him to the defendants' use. The plaintiff's case depended on the construction of a power of attorney which he had given to one Leslie Jacobs, and which empowered him to buy goods in connection with the plaintiff's business for cash or credit and "where necessary in connection with any purchase made on my behalf as aforesaid or in connection with my said business" to make, draw, sign, accept or indorse any bills of exchange, etc., which should be requisite in the premises, and to sign the plaintiff's or his trading name to cheques on his banking account. Leslie Jacob purporting to act under the power which he produced to the defendants, but which they did not read, borrowed £4,000 from the defendants ostensibly for the general purposes of the plaintiff's business, and accepted bills in the plaintiff's name for that amount. The £4,000 was paid into an account opened in the plaintiff's trading name of "Jacobs, Hart & Co.," and drawn out again by Leslie Jacobs without the plaintiff's knowledge. Farwell, J., held that the borrowing of money was not authorised by the power, and that the plaintiff was not liable for the money as money had and received to the defendants' use, because he did not know, and had no means of knowing, that it had been paid into his account until after it was drawn out.