Held, that his lien for costs was gone, as he had no right beyond what his client could have, and the vendor, as mortgagee, had a right to hold the title deeds as against the mortgagor.

[Chambers, January, 1866.]

This was an application for an order to compel a solicitor of the court to deliver up a deed on which he claimed a lien, his right to which was the question in dispute.

The property to which the deed related was sold under an administration order. The client of the solicitor who claimed the lien, became the purchaser, and was by the terms of sale, to give a mortgage for part of the purchase money, and to be at the expense of preparing the conveyance and mortgage. His solicitor prepared the conveyance and mortgage, and delivered the engrossment of the former to the vendor's solicitor, for execution. The sale was completed and both instruments were executed by the several parties thereto; but the conveyance was afterwards handed to the solicitor for the purchaser, and the application was made in the original suit on behalf of the vendor.

Hamilton for the applicant

English, contra.

Mowat, V. C.—It is not alleged that the solicitor made any stipulation about his lien, as was done in *Watson* v. *Lyon*, 7 Deg. McN. & G., 288; and I think it clear, that in the absence of such a stipulation, the lien he had against his client on the engrossment was gone, when he delivered it to the vendor's solicitor. Afterwards and after the deed was executed, he could not acquire a lien on it more extensive than his client could then have given him on the property to which the deed related. In other words his lien was subject to the rights of the vendor as mortgagee; and as a mortgagee has a right to the title deeds as against the mortgagor, it is plain that the grounds on which the present application is resisted cannot be maintained, *Smith* v. *Chichester*, 2 Dru. & War. 393.

It was objected that a summary application against the solicitor by the mortgagee, in the matter in which the sale had taken place, was irregular. But the case of *Howland* v. *Polley*, before the late Vice Chancellor Esten, (31st Jan. 1861) is a direct authority against the objection; and is in accordance with *Bell* v. *Taylor*, 8 Simons, 616, referred to in that judgment. It was not contended that anything which has occurred since the transactions referred to affects the rights of the parties.

The application must be granted with costs.

Order accordingly.

INSOLVENCY CASES.

(*Before* S. J. Jones, Esqr. *Judge County Court, Brant.*)

Re William Perry, an Insolvent.

Held that under sec. 9, sub-secs. 1, 3 and 6 of the Insolvency Act of 1864, a *consent to a discharge* of an insolvent is operative even *without an assignment*, provided the insolvent makes and files an affidavit that he has no estate or effects to assign. In this case the only notice given was the notice to discharge.

[Brantford, 23rd Oct., 1865, & 16th Jan., 1866.]

This case coming on this day on application for order for discharge of insolvent it appeared that the notice thereof had only been inserted in the *Canada Gazette* five times. No one appeared to oppose the discharge. The matter was thereupon adjourned till the 15th January, 1866, in order to have the notice in *Gazette* properly published. The judge ordering that the same notice be published four times more with first notice of adjournment to 15th January, 1866.

On the 16th January, 1866, the case accordingly came on, on application for final order for discharge. The following papers were filed on behalf of applicant: a consent to a discharge, notices with affidavits of proper service and publication, and an affidavit of the insolvent to the effect that he had no estate to assign, together with a schedule of his creditors.

Reference was made to Insolvent Act of 1864, sec. 9, sub-secs. 1, 3 and 6.

The day following judgment was given by

Jones, Co. J.—Under the 9th sec. of the Insolvent Act of 1864 a deed of composition and discharge may be executed by a specified proportion of the creditors which shall be binding on the others who do not so execute. But in this case however, there is no composition. The 3rd and 9th sub-secs refer to a *consent to a discharge* after an assignment. Here, it is true, there is no assignment, but as there is no estate to assign I think the consent would operate in the same manner as if an assignment had been made. I therefore make an order confirming the insolvent's discharge.

Order accordingly.

UNITED STATES REPORTS.

SUPREME COURT OF UNITED STATES.

Providence Tool Company v. Norris.

An agreement for compensation to procure a contract from the government to furnish its supplies is void as against public policy.

[2 Wallace's S. C. U. S. Rep., 45]

In July, 1861, the Providence Tool Company entered into a contract with the government, through the Secretary of War, to deliver to officers of the United States, within certain stated periods, twenty-five thousand muskets, of a specified pattern, at the rate of twenty dollars a musket. This contract was procured through the exertions of one Norris, upon a previous agreement with the corporation, through its managing agent, that in case he obtained a contract of this kind, he should receive compensation for his services proportionate to its extent.

Norris himself, it appeared—though not having any imputation on his moral character—was a person who had led a somewhat miscellaneous sort of life, in Europe and America. He had been in the "sugar business," in which he failed. He then took to dealing in horseshoe nails, in which he was not more fortunate; then went to Europe to act as patent and other agent, but without great fruits. Soon after the late rebellion broke out, he found himself in Washington. He was there without any special purpose, but, as he stated, with a view of "making business—anything generally;" soliciting acquaintances;" getting letters;" "getting