

to be at liberty to enter and remove the boiler. After this agreement the mortgage to the plaintiff was made. The plaintiff, having no notice of the agreement, suffered the mortgagor to continue in possession, and the agreement for supplying the boiler, which was for the purpose of his trade, was carried out. One of the instalments of purchase money not having been paid, the defendants entered and removed the boiler. The action was brought to recover damages for the removal: but the Court of Appeal (Lindley, Kay, and Smith, L.JJ.) affirmed the decision of Wright, J., dismissing the action. The fact that the mortgagor was allowed by the mortgagee to continue in possession was held to be an answer to the contention that the defendants had fixed the boiler to the plaintiff's land without his consent, and constituted an implied authority to the mortgagor to use the premises as might be necessary for carrying on his business, so long as he remained in possession. The result, however, might have been different if the mortgagee had taken possession before the removal of the boiler, but on this point the court did not give any opinion.

SOLICITOR AND CLIENT—CHAMPERTY AND MAINTENANCE—TAXATION BETWEEN
SOLICITOR AND CLIENT—RIGHT OF CLIENT TO ACCOUNT OF MONEYS PAID TO
SOLICITOR FOR ILLEGAL PURPOSES.

In re Thomas, Jaquess v. Thomas, (1894) 1 Q.B. 747, was an application by a client to compel his solicitor to deliver his bill of costs and an account of moneys received. The solicitor set up that the moneys were received in pursuance of an illegal and champertous agreement entered into between him and his client, and that, therefore, he should not be ordered to deliver any bill or render any account. The litigation in which the solicitor had been employed was in reference to some supposed claim to the Townley estates. The claimant, a man named Lawrance, was an impecunious individual, and several persons in America contributed between them \$55,000 in order to enable him to prosecute his claim, on the understanding that they were to be repaid when the estates were recovered. Colonel Jaquess was appointed agent of the claimant, and went to England and employed a solicitor named Thomas. The suit was brought by Thomas in the name of Lawrance, and was dismissed as frivolous and vexatious. Jaquess now applied for the delivery of a