

**SOLICITOR AND CLIENT—DELIVERY OF UNSIGNED BILLS—BILLS
AGREED TO BY CLIENT—TRUSTEE IN BANKRUPTCY—TAXATION
OF COSTS.**

In re Van Laun (1907) 2 K.B. 23, the Court of Appeal (Cozens-Hardy, M.R. and Williams, and Buckley, L.J.J.) have affirmed the judgment of Bigham, J. (1907) 1 K.B. 155 (noted ante p. 281), to the effect, that notwithstanding a client, prior to his bankruptcy, had agreed to his solicitor's bill of costs, it is nevertheless open to the trustee in bankruptcy to go behind the agreement, and require satisfactory evidence that the debt sought to be proved is a real debt.

**AUTHOR AND PUBLISHER—BANKRUPTCY OF PUBLISHER—SALE OF
COPYRIGHT FOR ROYALTIES—TRUSTEE CARRYING ON BUSINESS
—ROYALTIES—BREACH OF CONTRACT.**

In re Richards (1907) 2 K.B. 33 was also a bankruptcy case in which the creditor, whose claim was in question, was an author who had sold to the publisher the copyright in a book, for certain royalties. The publisher having become bankrupt, the trustee continued to carry on his business, including the publication of the book in question. The author claimed that he should be paid in full the royalties which were payable in respect of the publication by the trustee, but Bigham, J., held that he was not so entitled, but that his rights were limited to proving a claim for damages sustained by breach of the contract.

**FACTOR—MERCANTILE AGENT—AUTHORITY TO PLEDGE—FACTORS
ACT, 1889 (52-53 VICT. C. 45) SS. 1, 2—(R.S.O. C. 150, S. 2)
—GOODS OBTAINED BY FRAUD.**

Oppenheimer v. Frazer (1907) 2 K.B. 50 is an appeal from the decision of Channell, J. (1907) 1 K.B. 579, which will be found noted ante p. 397. In this case a mercantile agent had obtained possession of goods by a trick and had delivered them to one Broadhurst to sell for him. Broadhurst, who, notwithstanding he had ground for suspecting the agent had improperly obtained possession, had then sold them to a firm who purchased them in good faith on the joint account of themselves and Broadhurst, with whom they divided the profits made on a re-sale. In these circumstances Bigham, J., held that the firm had acquired a good title, but the Court of Appeal (Barnes, P.P.D., and Moul-