

SOLICITOR—UNDERTAKING BY SOLICITOR TO PAY MONEY TO A PERSON NOT HIS CLIENT—ABSENCE OF MISCONDUCT—ENFORCING UNDERTAKING NOT GIVEN IN ANY LEGAL PROCEEDING—SUMMARY ORDER FOR PAYMENT.

*United Mining and Finance Corporation v. Becher* (1910) 2 K.B. 296. This was a summary proceeding instituted by originating summons to enforce an undertaking given by a solicitor, whereby he undertook to refund to the applicants' solicitor a sum of money placed by the applicants in his hands for the purpose of negotiating a sale, the undertaking not having been given in the course of any legal proceeding, and there was no suggestion of any bad faith or misconduct on the part of the solicitor. Hamilton, J., held that the court had jurisdiction to enforce the undertaking in a summary way and made an order for payment of the money pursuant to the undertaking. According to the note of the reporter the solicitor has instituted an appeal from the order.

SHIPPING—PUTTING INTO PORT OF REFUGE—DEVIATION—UNSEAWORTHINESS—EFFECT ON CONTRACT OF PUTTING INTO PORT OF REFUGE—LIEN FOR "DEAD FREIGHT"—DAMAGES.

In *Kish v. Taylor* (1910) 2 K.B. 309, the action was brought by shipowners to recover freight, and to enforce a lien therefor on the cargo. It appeared that the plaintiffs' vessel, through their default, put to sea in an unseaworthy condition by reason whereof it was compelled to put into a port of refuge. The defendants contended that this constituted a deviation as having been caused by the plaintiffs' wrongful act, and put an end to the contract of carriage and relieved the cargo from the obligations of the contract. Walton, J., who tried the case, was of the opinion that putting into a port of refuge in such circumstances did not constitute a deviation, and that the defendants and the cargo were accordingly liable. The contract provided that the plaintiffs were to have a lien for "dead freight" and under that provision the plaintiffs were held entitled to a lien for the unliquidated damages arising from the breach of contract by the defendants in failing to load a full and complete cargo.

RIGHT OF SEARCH—"BAG OR OTHER INSTRUMENT FOR CARRYING FISH"—COAT POCKET.

*Taylor v. Pritchard* (1910) 2 K.B. 320 was a case stated by justices. The prosecution was brought under a Fishery Act,