

to settle the point that a sequestration cannot be resorted to for the purpose of enforcing payment of an ordinary judgment for debt.

PRACTICE—AMENDMENT OF PLEADING—ORD. XXVIII., RR. 9, 10; (ONT. RULES 432, 433).

*Hammer v. Clifton*, (1894) 1 Q.B. 238, is an interpretation of Ord. xxviii., rr. 9, 10 (Ont. Rules 432, 433), which provide for the marking a pleading, when amended, with the date of the order, if any, under which the amendment is made. It was held by Charles and Wright, JJ., affirming Kennedy, J., that the copy of an amended pleading served on the opposite party need not be marked with the date of the order under which the amendment was made, and that it is a sufficient compliance with the Rule if the original pleading is so marked.

SOLICITOR—PROFESSIONAL MISCONDUCT—SOLICITOR BORROWING MONEY FROM CLIENT RECENTLY COME OF AGE.

*In re Solicitor*, (1894) 1 Q.B. 254, it is almost needless to say that the court (Wills and Wright, JJ.) were of opinion that a solicitor who had borrowed sums amounting to £65,500, without security, from a client recently come of age, and acting without any independent advice, and a large portion of which he had failed to return, was guilty of professional misconduct, and a fit subject for suspension from practice for two years.

SOLICITOR TRUSTEE—PROFESSIONAL CHARGES—SETTLED ACCOUNT.

*In re Webb, Lambert v. Still*, (1894) 1 Ch. 73, was an action to set aside a release, and to open a settled account. The plaintiffs were residuary legatees, and the defendants were executors; they were also solicitors, and under the will of the testator they were authorized to charge for their professional services. About nine years before the bringing of the action, having wound up the estate, the defendants rendered to the plaintiffs an account, in which they charged an item of £122 for professional services rendered by themselves. They did not inform the plaintiffs that they were entitled to demand a bill in detail, but the defendants signed a memorandum that they had examined and found the account correct. The balance appearing to be due to them was paid to the plaintiffs, and they executed a release in favour of the defendants. In support of the plaintiffs' case, there was evidence