

*Held*, that defendant's pension could be made available for the payment of his debts.

*Held*, also, that as defendant was residing out of the jurisdiction of the Court, and had no property within the jurisdiction, and the ordinary modes of execution were not available, plaintiff was entitled to the appointment of a receiver.

*Held* also, that since the passage of the Judicature Act (R.S. 5th series, c. 104) the Court has power to grant equitable execution by the appointment of a receiver, at the instance of a judgment creditor, against debts and sums of money payable to the judgment debtor in cases where the garnishee process is not applicable.

*Held*, also, that this was clearly a case for the exercise of such power.

*Semble*, that the County Court had power to grant such equitable relief under Acts of 1889, c. 9, ss. 26—29.

*Sedgewick*, for plaintiffs.

Nem. con.

Full Court.]

[Jan. 12.

GOULD v. BLANCHARD.

*Solicitor and client—Negligence in conduct of business—Loss of notes—Liability for—Measure of damages—Note returned to plaintiff after payment to solicitor—Liability of solicitor for damages resulting from unsuccessful action on note—Evidence—Burden of proof.*

Defendant, a solicitor, received a number of accounts and promissory notes for collection on account of plaintiff. In an action by plaintiff for the amount of one of the notes which, it was alleged, had not been collected or returned,

*Held*, that defendant, having admitted the receipt of the note, was bound to collect or return it, or else account for its loss on grounds relieving him from blame, and that, not having done so, he was accountable for the loss of the note and for all damages resulting therefrom.

*Held*, also, that negligence on the part of defendant having been shown, the damages were rightly fixed at the face of the note and interest, that being, *prima facie*, the value of the note.

In an action brought by plaintiff against C. it appeared that the amount claimed had been previously paid by C. to defendant, who was acting at the time as plaintiff's solicitor.

*Held*, that defendant was responsible to plaintiff for damages in connection with the unsuccessful result of the action against C., he having returned the note to plaintiff, but omitted to inform him of the fact that payment had been made.

At the time of the payment made by C. to defendant the latter held a claim of M. against C., and the defence to plaintiff's action was that the amount paid by C. was appropriated towards payment of M's. claim.

Per HENRY, J., dissenting,

*Held*, that the mere receipt of the money by defendant from C. under the