

Torrance was a dealer in horses, importing stallions from Scotland. The parties met on the 15th April, 1913, and the plaintiff exchanged Black Benedict for Feudal Chief, a young stallion then two years old, giving as boot upon the exchange two notes of \$350 each; Feudal Chief being valued at \$1,300 and Black Benedict at \$600.

That there was some agreement for the return of Feudal Chief if he was not found satisfactory is not denied. Upon delivery he was found to be unwilling to perform the duties required of him, possibly owing to youth and inexperience, and he was returned. The plaintiff then demanded the return of his notes and the value of Black Benedict, or the substitution of another stallion of value equal to Feudal Chief; alleging that under the agreement he was to have another stallion of equal value at once, so that he might cover his accustomed route. The defendant denies this, and says that the bargain was that in the event of the horse being returned another horse was to be imported in the fall, of equal value, which the plaintiff was to accept.

I have held the matter over till the present to enable the parties to negotiate for a settlement, but I am now told that no settlement can be arrived at.

I think that the evidence of Ira Fountain, the groom, may be accepted as reliable; and, accepting this, I find in favour of the plaintiff, and give him judgment for \$1,300, \$700 to be satisfied by the surrender to him of the notes, which are with the exhibits.

Costs will follow the event.

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HON. MR. JUSTICE MIDDLETON.

MARCH 30TH, 1914.

RE SOLICITOR.

6 O. W. N. 170.

*Solicitor — Application for Delivery up of Papers and Funds to Client—Retainer—Evidence—Costs.*

MIDDLETON, J., upon the application of a client made an order for delivery up by a solicitor of all papers and funds in his possession.

Motion by Mary McGrath and Michael McGrath for an order directing the solicitor to pay to Messrs. Lee and O'Donoghue, solicitors for the applicant, the amount