

deeds on payment of his proper charges and disbursements in respect of those and other proceedings.

E. M. Young, Picton, and M. R. Allison, Picton, for plaintiff.

C. H. Widdifield, Picton, for defendant.

FALCONBRIDGE, C.J.—At the trial I found as a fact that plaintiff had agreed to pay the costs of the proceedings for partition or sale; but these proceedings were not instituted by plaintiff; the retainer and instructions for them came from Mrs. Hineman, one of the other heirs-at-law. Therefore, defendant had no lien in respect of these charges, because the relationship of solicitor and client between defendant and plaintiff did not exist at the time when the debt was incurred: Poley's Law of Solicitors, p. 328, and cases there cited.

Defendant would not, in any event, have been entitled to commission under Rule 1146 (as the proceedings did not go on to actual partition), but only to a reasonable amount for the preparation of the notice of motion, about \$7 or \$8.

As to the fees, charges, and disbursements in connection with the conveyance to the corporation of the township of South Marysburgh, defendant rendered services to plaintiff in respect of which he has a lien. The amount of purchase money to be paid was \$50, and a bill for \$27.22 is somewhat startling.

The alleged assault amounted to nothing.

Action dismissed. Defendant asserted a lien in respect of one matter as to which he had no lien; and he insisted upon an extravagant amount being paid to him before he would deliver up the papers, viz., \$75, although he afterwards offered to accept \$50. Therefore, no costs. Plaintiff should have proceeded by summary application in the High Court, or else in a Division Court.

WINCHESTER, MASTER.

APRIL 4TH, 1903.

CHAMBERS.

MORANG v. HOPKINS.

Particulars—Replevin for Books and Papers—Master and Servant—Facts within Knowledge of Both Parties.

Motion by defendant for particulars of statement of claim. Action for the return of certain books, papers, and