

he would the services of an ordinary clerk ; but as far as this is concerned, it is quite clear he was doing it as a clerk of the firm, doing general work for them, especially when I see that there is the other entry on the 4th February in his diary—"Chubb & Muller, draft transfer"—which, I suppose, he prepared in the same way that this draft mortgage was prepared. However, there it is, the mortgage itself is copied by a clerk of the firm, and also, I ought to say, the payment of the stamp is entered in the books of the firm, in the ordinary way, as an ordinary outgoing on behalf of Mr. Deane, the client ; and the very entry before this one of "Deane & Muller" is "Deane" and somebody else, where there is another charge ; and where it is charged to him it is put down in the book, and he is treated as a client of the firm. It is quite clear that Mr. Nash knew he was a client of the firm, because he has told us he knew of this work that was being done, and he did, himself, a good deal of it, and there are the charges there against Mr. Deane, £5 in one case, and a good many other charges in other cases, and his name appears as a client of the firm, and, therefore, any question of custom, it seems to me, is got rid of in that way, by the fact that here it was done with the consent of Mr. Nash, with his full knowledge and full consent. Under those circumstances, I think that Mr. Nash must be responsible for the actions of Mr. Deane in work which was done as ordinary legal work, and that being so, that (which is not denied) which ought to have been done (viz.:—A notice given to the office of a company and also to the trustees of the marriage settlement) not having been done, it was negligence on the part of the firm not to have done it ; and, under those circumstances, the firm is responsible for the negligence which resulted in this loss, and I do not see my way to apportion the loss in any other way than saying that in consequence of that negligence and damage which Miss Muller has sustained is the sum which she has lost, viz.—£450.

*Mr. Bompas*.—Will your Lordship stay execution, that we may appeal if we see fit ?

*Mr. JUSTICE GRANTHAM*.—I think so. I think this is a case of considerable importance.

The defendant appealed, and the appeal was heard on the 30th of March, 1889.

*Bompas*, Q.C., for the appellant.

*F. Mote* for the respondent, was not called upon.

THE MASTER OF THE ROLLS.—I think this appeal must be dismissed.

Miss Muller had been a client of the old firm. The first thing that Mr. Nash has to do with it is to inform her, "If you will continue to do business with the firm, that firm will now be Deane & Nash, and Deane & Nash will act for you as your solicitors." That is the first step, and that is done with the knowledge of Mr. Nash. Thereupon Miss Muller goes to the firm, and states that she will continue dealing with the firm, and she instructs the firm to obtain a mortgage for her. It is not correct to say that she knew that she was to lend her money to Mr. Deane, either on his personal security or on a mortgage by him. That is not true—she did not know that. Therefore it is not like that case that has been cited to us where the solicitor says, "I have property in the country, and I will give you a mortgage on my property," and then the man goes down to look at the property, then he knows all about it, he knows then that one partner of the firm of solicitors is to be the mortgagor ; but this lady did not ; she went to that firm—whether she began the conversation or not is wholly immaterial—she instructed Mr. Deane, believing that she was instructing the firm—intending to instruct the firm—to lend her money on the mortgage, the terms of which were not supplied to her—a mortgage of property belonging to Captain Woodhouse. Those are the instructions which she intends to give to the firm, to invest her money on a mortgage described to her, though not fully described to her.

Now, Mr. Deane was the agent of Mr. Nash to accept a client—that is obvious. Mr. Nash had sent word to this lady that Deane and he were partners, and hoping that she would continue the employment of that firm as her solicitors. Therefore he had given Deane authority to accept her instructions as a client of the firm. Then when she gives those instructions to Deane he accepts them.

In my opinion, when he so accepted them, he accepted them as one of the partners of the firm, and the firm, therefore, became her solicitors for that purpose—the firm did.

Now, what was the duty of the firm in that case as her solicitors ? why, to see that her money was invested upon a mortgage to a Cap-