

solicitor no duty to pursue any collateral remedies, such as to examine the defendant, or to attach debts due to him : *Darling v. Weller*, 22 U.C.R. 363.

According to Coke the authority of the solicitor in an action extends to the suing out execution on the judgment. *Searson v. Small*, 5 U.C.R. 259, is sometimes cited as an authority in support of the statement that the solicitor in the action is not supposed to issue execution without special directions. That, however, was an action against a solicitor for delaying to issue an execution under a retainer to prosecute and defend the action, and on demurrer the declaration was held bad in that it did not shew any request to issue execution or that the debtor had any goods from which the money could have been made. Robinson, C.J. said : "We know that the practice constantly is for the plaintiff's attorney not merely to carry on the suit to judgment, but to enforce the judgment by execution ; and this he considers part of his duty without any new or special authority or instructions."

An attorney ad litem has no authority to bind his client not to appeal by an agreement with the opposing attorney that no appeal would be taken : *La Societe Canadienne-Francaise v. Daveluy*, 20 S.C.R. 449. But see *Wilson v. Huron*, 11 C.P. 548.

Where a client has disappeared the solicitor is still bound to accept service ; and there appears to be no process by which a solicitor can of his own motion remove his own name from the record, notwithstanding that he has ceased to act : *Cordery*, 100.

IV. Client entitled to personal services of solicitor.—A client who retains a solicitor is entitled to the personal services of the solicitor. Where the solicitor had an office in the country where he carried on business by means of an articulated clerk, it was held he could not recover in respect of business transacted there by the clerk alone : *Hopkinson v. Smith*, 3 Starkie, 75. So where a firm of solicitors is retained and the partnership is dissolved, the dissolution terminates the retainer, as the client is deemed to have contracted for the united exertions of all, and is entitled to treat the solicitors as having discharged themselves : *Lindley on Partnership*, 439 ; *Cholmondeley v. Clinton*, 19 Ves. 261.

In the case of *Cook v. Rhodes*, 1815, in an action to dissolve an injunction, upon disputes between partners as attorneys and solicitors, the Lord Chancellor laid it down as clear that they could