

for a bill of costs. Therefore, in this case, as far as the payment of the money is concerned, and the re-transfer of the first money which had been lent to Mrs. Austin, she appears as their client. Then she goes to them in exactly the same position. The only alteration which has occurred is this—that Mr. Nash, or Mr. Deane, with the consent of Mr. Nash, or Mr. Nash, with the consent of Mr. Deane, or Messrs. Deane & Nash, have jointly sent a notice to her that, in future, her transactions would not be transactions with Deane & Chubb, or with Deane (Chubb had died at this time), but that they would be transactions with Deane & Nash, if she comes there, at least, unless any special arrangement is made. She comes there to him as a client of Deane & Nash, with the knowledge—it must be taken to be—of Mr. Nash. It must be taken to be with the knowledge of Mr. Nash, because the notice has been sent out to her as, I suppose, it was sent to all the clients of the old firm of Deane & Chubb. Then, what is her right when she comes there under those circumstances? Why, the right of believing that Mr. Nash will be responsible for all actions which Mr. Deane is responsible for, for anything done or left undone, *qua* solicitor, any work that is done by either of the partners for her, and in the same way as when she came in September or October (I think it was September).

*Mr. Willis.*—September, my Lord.

Mr. JUSTICE GRANTHAM.—In the same way as when she came in September. If Mr. Deane was not there, Mr. Nash took the money and handed it over to Mr. Deane, so on this occasion if anything had happened to Mr. Deane, and Mr. Deane had not been there, Mr. Nash would have acted as the partner who would have carried out the transaction. Supposing it had not been, I mean that Deane had taken the money, that this particular question had been put on one side, and that somebody else had been the mortgagor, why then, Mr. Nash would have carried out the transaction, and Miss Muller would have been the client of Deane & Nash, exactly in the same way that she was the client of Deane & Nash, although Mr. Deane did the business. Then, what is the business that is done? Why, the business that is done is a mortgage or an assignment of a security to secure this sum of £450. That is what she goes there for. She says, "you must

give me the money unless you find me a mortgage.' It is a little bit doubtful whether she knew (I think she did) that it was Mr. Deane's own property. I think we may infer that she did gather from him that he would be the mortgagor, that he would convey, or that he would assign this property to her in which he was interested. Then he fails to do it, and although the deed itself bears date the 1st Feb., it is proved, I think, by the entry in Mr. Phillips' book that it was not drafted until the 19th. I should like to look at that book; I have not seen it.

*Mr. Bompas.*—The 13th, your Lordship will find it is.

Mr. JUSTICE GRANTHAM.—The 13th, is it? I thought it was the 19th.

(Book handed to His Lordship.)

I see that on the 4th there is an entry by Mr. Phillips of Chubb & Muller in reference to work done by him—something or other, in this transaction. There is no date of the 4th Feb. in the bill, but there it is in the book "Chubb & Muller" (and Chubb was not the client) "draft transfer" Chubb was not the client as far as I understand of Deane & Nash, therefore, Muller there would be treated as the client.—However, we are dealing with what happened on the 13th, and so far as that entry is concerned, that is drawing the mortgage, I think it is—

*Mr. Willis.*—Yes.

Mr. JUSTICE GRANTHAM.—Whether he prepared this document himself or not, I do not know, or whether he really did the draft of it, or copied it, I should imagine that it would be a copying clerk who did that. How is that?

*Mr. Bompas.*—I think it was a copying clerk, my Lord.

Mr. JUSTICE GRANTHAM.—I think it is very likely that the articulated clerk would not copy this, but that it would be done by a copying clerk. Therefore, that would be done by the clerks of the firm. As far as Miss Muller is concerned, therefore, she goes there as a client of the firm, and as far as she knows, the work is done by the clerks of the firm, and, in fact, as a matter of fact, the work is done by the clerks of the firm, and not by any clerk of Mr. Deane's alone. As an articulated clerk, as I have suggested, if might be that Mr. Deane would have a right to use the services of Mr. Phillips for his own private purposes somewhat differently to what