advance of $50 and took from her an assignment of the annuity and of the judgment and a promisory note as security for the loan and for his costs.

T. M. Higgins, for plaintiff.

J. E. Jones, for defendant.

W. E. Middleton, for the solicitor.

THE MASTER.—The solicitor by his own admissions brings himself within the cases as to obtaining security for costs in advance, for there was not due to him when he took the security $100 for costs—scarcely half that sum. No bill of costs was made up or explained to the client. She was entirely ignorant of such things. Had the solicitor been dealing with a man of business, he scarcely would have ventured to have acted as he did with this woman of 87 years, not accustomed to such business. The note, under the cases referred to in Re Solicitor, ante 268, is only security at the most for the $50 and whatever costs were due by her to him up to that date. See also Hope v. Caldwell, 21 C. P. 241; Robertson v. Caldwell, 31 U. C. R. 143; Atkinson v. Gallagher, 23 Gr. 201; Galbraith v. Irving, 8 O. R. 751; and Uppington v. Bullen, 2 Dr. & War. 184.

The solicitor obtained from defendant $100 cash on 18th October, 1901, which he sent to plaintiff the same day. He also obtained from defendant a note for $159.59, being the amount of plaintiff's note and interest for one month, payable in one month from 14th October, 1901, with which to take up plaintiff's note for $157.69 dated 11th April, 1901, and due 14th October, 1901. This note given by defendant is, under the circumstances, of no higher value or greater validity than the one executed by plaintiff. The assignment of the annuity by plaintiff to the solicitor is also affected by the decisions above mentioned. . . .

The plaintiff, while most emphatic in her belief that she gave the solicitor no authority to issue a writ against her son, did undoubtedly sign two authorities. It may be she did not understand their full meaning. Certainly as to the first it did not authorize the solicitor to issue the writ herein: Atkinson v. Abbott, 3 Drew 251; Wray v. Kemp, 26 Ch. D. 169. The first retainer signed by plaintiff and produced by the solicitor comes within these decisions, but the second retainer, in my opinion, is binding on plaintiff. I cannot, therefore, compel the solicitor to pay the costs of this suit.

The plaintiff desires to dismiss her action against defendant. . . . An order will be made setting aside the writ, judgment, and executions; no costs to any of the parties.