

1849.

Crooks
v.
Crooks.

It is alleged, that some time during the year 1842, and about the month of August in that year, Mr. *Boulton* sold three several parcels of the real estate which the plaintiff had inherited from his father, without the sanction of the court, and that he received the purchase moneys, amounting together to £487 10s.

Mr. *Boulton* alleges that these sales were effected by the plaintiff, and that he only acted in the matter as the plaintiff's solicitor. He admits, however, that he prepared the conveyances, and received the purchase moneys in part payment of his costs in these and other suits, with the exception of £62 10s. paid to the defendant *Street*, and £12 10s. paid to *Mary Crooks*, in lieu of dower. Mr. *Boulton* asks to be allowed these payments, as also a sum of £150 paid to *William Crooks*, and claims a lien upon the residue for the amount of his several bills of costs, taxed, as it would seem, at £558 12s. 7d.

Judgment. I do not find it necessary to examine the evidence as applicable to those statements, because the facts as admitted on both sides seem to me sufficient to warrant the only order which I think we can properly make on this petition. Portions of the estate to be administered have been sold, without the sanction of the court, through the instrumentality of the solicitor, and £487 10s. has been received by him.

It appears further, that by indenture, bearing date the 23rd of March, 1843, between the plaintiff *William Crooks*, of the one part, and Mr. *McLean*, then a partner of Mr. *Boulton*, of the other part, various other portions of the real estate of *Crooks*, deceased, were conveyed to *McLean* in fee in trust to sell as he *McLean* might deem best, and to dispose of the proceeds in payment of the claims of *Burnham*, *Street*, and *Ramsay Crooks*, (the judgment creditors who had been made defendants in the first suit, with the exception of the present petitioner *Leslie*.) and to pay the residue to the grantor for his own absolute use and benefit. It would appear that no sales have been effected under this deed.

By articles of agreement entered into upon the 11th of

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