

Held, that although the plaintiff's right to each cause of action was historically connected with each of the others, that connection related only to her rights; the rights of each set of the defendants were as distinct as they were before the events which conferred upon the plaintiff the rights which she asserted; and such causes of action could not properly be joined in one action.

Smurthwaite v. Hannay, (1894) A.C. 494, and *Sadler v. Great Western R.W. Co.*, (1896) A.C. 450, followed.

Alex. Stuart, for the plaintiff.

Talbot Macintosh, and *Hume Elliot*, for the defendants.

Mr. Cartwright,
Official Referee.

[May 21.

PALLISTER *v.* MEDD.

Solicitor's lien—Administration action—Delivery up of papers.

A solicitor who has formerly acted for an administratrix in a suit brought against her cannot retain papers upon which he has a lien for his costs, so as to delay an administration suit, but must deliver up the documents to the administratrix' present solicitor without prejudice to his lien, the documents to be returned to him at the close of the administration proceedings. Order to go similar to that *In re Boughton*, *Boughton v. Boughton*, 48 L.T.N.S. 413.

Moodie v. Thomas, 1 Ch. Cham. R. 19, distinguished.

L. V. McBrady, for applicant.

W. H. Blake, for solicitor.

ARMOUR, C. J., STREET, J.]

[May 21.

PEGG *v.* HOWLETT.

Division Court—Jurisdiction—Ascertainment of amount—Promissory note—Interest—56 Vict., c. 15, s. 2—Abandonment of excess—Recovery on note—Indorsers—Sureties—Parties—Substitution of plaintiff.

In an action in a Division Court upon a promissory note expressed on its face to be for \$200 and interest, judgment was given for the plaintiff for \$210.

Held, that the amount was ascertained by the signatures of the defendants, and the interest accumulated upon the note from the time the amount was so ascertained was not to be included in determining the question of jurisdiction, but interest so accumulated might be recovered in a Division Court, in addition to the claim, under 56 Vict., c. 15, s. 2, notwithstanding that the interest and the amount of the claim so ascertained together exceeded \$200.

Held, also, that the Judge in the Division Court had power, under Rule 7 of the Revised Rules of the Division Courts, to permit the abandonment of the excess caused by the claim for notarial fees.

Held, also, that upon payment of the amount of the note by the plaintiff to the original holder, the plaintiff being liable as indorser to such holder, the plaintiff became entitled to the note and to enforce his rights against the other parties to it; and, as it appeared that two of the defendants had indorsed the notes as sureties to the plaintiff for the makers, he was entitled to recover against them, although the note was made payable to his order.

Wilkinson v. Unwin, 7 Q.B.D. 636, followed.