demand satisfaction in respect of the claim of his client; to take proceedings in case the demand be refused; to compromise if thought proper, and to receive the result of the litigation; and, as a consequence, effectually to discharge the person making the payment. In this respect I can find no difference between the position of an attorney and solicitor.

Mr. Pulling says, p. 104: "The attorney for the plaintiff in an action is the proper person to whom payment or tender of the debt, or damages or costs, should be made. And the attorney on the record is deemed the proper hand to receive the fruits of the execution, and to enter satisfaction after payment; and by his general authority in the action he may remit the damages, or, as it is said, acknowledge satisfaction, though nothing is paid." I think Mr. Pulling is incorrect in the last statement he makes. In Archbold's Practice (vol. i., p. 87, 12th ed.) it is said, in speaking of the power of an attorney, "If he is authorised to do a particular act, he may do everything that is necessary for the accomplishment of it. Where a party is sued for a debt, payment or tender of it to the plaintiff's attorney is the same as payment or tender to the plaintiff himself, and the attorney's receipt binds the client." This rule seems to date back for many years. In *Morton's case*, 2 Shower, case No. 115, p. 140, it is said: "Suppose that the sheriff die or become insolvent, the plaintiff must not lose his debt; otherwise, if the money had been paid to the plaintiff's attorney upon record, for that would have been a payment to the plaintiff himself." Some years after that we find the very strong case of *Powell* v. *Little* 1 W. Bl., 8, "The plaintiff had privately countermanded his attorney in this cause. The defendant afterwards pays him the debt in dispute for the use of the plaintiff, and the Court held it a good payment, because the attorney was changed without leave obtained from the Court."

In *Crozer* v. *Pilling*, 4 B. & Cr., 28, *Morton's case* is approved of. "F. Pollock now moved for a new trial. First, he contended that the debt and costs ought to have been paid or tendered to the plaintiff, and not to his attorney upon the record. [Upon this point the Court intimated a clear opinion that the attorney upon the record was the proper person to receive payment of the debt and costs, and that the tender was properly made to him.]" Bayley, J., says, "In *Morton's case* it is laid down by the Court that a defendant is not bound to pay money to the sheriff, but to the party, and it was said that it was sufficient if the money was paid to the plaintiff's attorney upon the record, for that would have been a payment to the plaintiff himself." In *Savory* v. *Chapman*, 11 Ad. & El. 832, Littledale, J., says: "The authority of an attorney in general is determined after judgment, but he may still sue out execution and receive the money, and his receipt is then the same as that of the principal; and according to 1 Roll, Ab., 291, tit. Attorney (M.), cited in Com. Dig. Attorney (B. 10) he may, after payment, acknowledge satisfaction on the record." In *Mason* v. *Whitehouse*, 4 Bing. N. C., 692, it was held that "a demand by the attorney of the party, without an express power of attorney, was sufficient," and an attachment issued for the non-payment of the sum thus demanded was allowed to stand. The judgment of the Court in *Bevins* v. *Hulme*, 15 M. & W. 88 seems conclusive as to the authority of the attorney. The Court there says: "We agree that the original retainer is to be presumed, *prima facie*, to continue as long as by law it might, as argued by Mr. Prideaux on the authority of Lord Ellenborough's *dictum* in *Brackenbury* v. *Pell*, 12 East 588; although we think he was right in contending that the original retainer was not determined by the judgment, but continned afterwards, so as to warrant the attorney in issuing execution within a year and a day or afterwards, in continuation of a former writ of execution issued within that time, and also to warrant his receiving the damages without a writ of execution, the weight of prior authorities being against the decision of Heath, J., in *Tipping* v. *Johnson*," 2 B. & P., 257. It is to be observed that the Common Law Courts, while thus laying down the law as to the power of an attorney, do not differ at all from the practice found in Courts of Equity, as to the power of a solicitor to bind his client by a receipt of mortgage money. This is shown in the case of *Sims* v. *Brutton*, 5 Ex. 802, decided by the Court of Exchequer, which agrees with the decision of Lord Hatherley, in the case *Withington* v. *Tate*, L. R., 4 Chy. 288. Upon the facts found in this case it cannot be taken that it was any part of the business of the defendants as solicitors to receive repayment of the mortgage money, and lay it out again at interest. For that purpose there must be some authority, either express or applied. *Wilkinson* v. *Candlish*, 5 Ex. 91, decided that a solicitor has no authority, from the mere possession of the mortgage deed, to receive either principle or interest."

In *Broudillon* v. *Roche*, 27 L. J., Chy. 681, the present Lord Hatherley considered the position of a solicitor as to the receipt of money on behalf of his client; and after reviewing the authorities, placed the matter upon an intelli-