

made for it, and they say that if this is not strictly a solicitor's bill, it is a bill rendered to a client by a solicitor, and is governed by the same principle. I do not understand Wilson, C. J., in *Re McClive* to have laid down any rule such as is contended for. It is true he says (p. 214): "If a demand is made in writing on the debtor claiming interest, the jury may allow interest in such a case (i.e., that of a solicitor's bill) as well as in any other." But the judgment as a whole shews, I think, that in his opinion in Ontario the case of a solicitor's bill does not differ as regards the question of the allowance of interest on it, from that of any other liquidated demand. Were it otherwise, I would still feel bound to hold that, this not being a solicitor's bill, the supposed doctrine would have no application. This is a case where payment of a just debt has been improperly withheld, and under the well known decisions, recently confirmed by the Privy Council in *Toronto R. W. Co. v. City of Toronto*, [1906] A. C. 117, I am bound to allow interest.

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HODGINS, LOC. J. IN ADMIRALTY.

MARCH 13TH, 1906.

EXCHEQUER COURT OF CANADA.

CADWELL v. THE "BIELMAN."

*Ship—Collision—Rules of Navigation—Dangerous Channel—Speed—Suction and Displacement—Look-out.*

Action for damages for a collision which occurred on the night of the 30th May, 1905, in that part of the St. Clair river known as the "Great South Bend."

J. H. Rodd, Windsor, and E. S. Wigle, Windsor, for plaintiff.

N. A. Bartlet, Windsor, for defendant.

THE LOCAL JUDGE:—The collision occurred about at the locality which the evidence warrants me in finding is called Joe Beddore's Landing, and where the channel is about 700 feet wide. The collision was between the sand sucker "Boroughs," a steamer of 109 feet in length, 27 feet beam, and