

defendants the Keanes knew the address of the plaintiff, and intentionally withheld it from the defendant McIntosh, but that did not create a liability to the plaintiff. They were not bound to inform the defendant McIntosh of the place where the plaintiff be found, nor were they obliged to inform the plaintiff of the notice which they had received of the exercise of the power of sale. The case did not fall within the provision of the Landlord and Tenant Act which compels the tenant to give notice to the landlord of any writ served upon the tenant for the recovery of the land demised. Judgment against the defendant James Keane for the rent of the land, \$100, with interest and costs on the County Court scale without set-off. Judgment against the defendant Helen McIntosh for \$274.04 with interest and without costs. Action dismissed as against the defendant Bridget Keane without costs. J. C. Makins, for the plaintiff. F. R. Blewett, K.C., for the defendant McIntosh. Leonard Harstone, for the defendant Janet Hardy. R. T. Harding, for the defendants James Keane and Bridget Keane.

RAIKES v. CORBOULD—MIDDLETON, J.—JUNE 25.

Principal and Agent—Solicitor Collecting Moneys for Client—Account—Evidence—Action by Executor of Client.]—Action by the executor of Edgar Hallen, deceased, for an account and payment of an amount claimed to be due in respect of seven mortgages which represented investments made by the deceased or his brother, through the defendant, a solicitor, to whom payments were said to have been made by the mortgagors on account of principal and interest, and not accounted for. MIDDLETON, J., after a long examination of the accounts and evidence, said that it had not been shewn to his satisfaction that the moneys claimed by the plaintiff had been paid to Edgar Hallen in his lifetime; and he gave judgment for the amount claimed with costs. D. W. Saunders, K.C., for the plaintiff. D. L. McCarthy, K.C., for the defendant.