the acts of the agent whom they employed, but being without fault themselves a demand was necessary before a resort to an action.

In *Rhines* v. *Evans*, 16th P. F. Smith, 192, the receipt was, "Received for collection of A. Rhines one note on Luckens & Beeson, of Rochester, dated October 30, 1857, for $365." The liability of Evans, the attorney, was conceded, and the question was on the statute of limitations, and it was held the action was barred by the lapse of seven years and five months from the date of the receipt.

These cases show the understanding of the Bench and Bar of this state upon a receipt of claims for collection. It imports an undertaking by the attorney himself to collect, and not merely that he receives it for transmission to another for collection, for whose negligence he is not to be responsible. He is therefore liable by the very terms of his receipt for the negligence of the distant attorney, who is his agent and he cannot shift responsibility from himself upon his client. There is no hardship in this, for it is in his power to limit his responsibility by the terms of his receipt when he knows he must employ another to make the collection. *Bullitt* v. *Baird supra.*

We find cases in other states holding the same doctrine. In *Lewis & Wallace* v. *Peck & Clark* 10 Alabama Rep. 142, both firms were attorneys. The defendants gave their receipt to the plaintiffs for certain notes for collection, and after collecting the money transmitted it to the payees in the notes instead of the attorneys who had employed them, the payees having however endorsed the notes. Held that Peck and Clark were liable to their immediate principals, the plaintiffs, there being no evidence that the payees had given them notice not to pay over to Lewis and Wallace the original attorneys. This is a direct recognition of the liability of the collecting attorney to the transmitting attorney. The case of *Pollard* v. *Rowland* 2 Blackburn (Ind.) Rep. p. 22 is more directly in point. Rowland received from Pollard claims for collection and sent them to Stephen an attorney in another county. Stephen obtained judgment and collected the money. Held that Rowland was accountable to Pollard for the acts of Stephen to the same extent that Stephen was, and could make no defence that Stephen could not; and that Rowland was liable to Pollard for the money. *Cummins* v. *McLean et al* 2 Pike (Ark) Rep. 402 was a case nearly similar to the Pennsylvania case of *Krause* v. *Dorrance, supra.* The attorney sent the claim to another attorney at a distance and was held liable, but for the omission of the plaintiff to make a demand, he failed to recover. The court say the attorney is liable for the acts of the attorney he employs. In a Mississippi case two attorneys Wilkison and Willison received of plaintiff a claim for collection, and brought suit and obtained judgment. They dissolved partnership, Wilkison retiring from the practice; and Willison took another partner, Jennings, who received the money from the sheriff. In a suit against Wilkison as surviving partner of Willison, he was held liable for the receipt of the money by Jennings: *Wilkison* v. *Griswold* 12 Smedes & Mor. Rep. 669.

In view of these reasons and authorities we hold that a collecting agency, such as the defendants have been found to be, receiving and remitting a claim to their own attorney, who collects the money and fails to pay it over, is liable for his neglect.

Judgment affirmed.

—*Pittsburgh Law Journal.*

REVIEWS.

American Law Review—January 1873. Little, Brown & Co., Boston, U. S.

This able Review discusses at length the Geneva Arbitration and its results. The writer thinks that his country will in the end, lose more than it has gained by the Rules of International Law laid down.

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