

the jobbers against the plaintiff; but according to the practice of the Stock Exchange, such closing of the account does not affect the client, if he desires to have the contract completed, and is not in default to the defaulting broker, and the jobber in that case is bound to complete on the settling day. Later on the same day the plaintiff was declared a defaulter. The plaintiff informed the defendant that he had been declared a defaulter on the Stock Exchange and his accounts closed, and that the defendant could either accept the prices fixed by the official assignee, or, if he desired, he could take the shares up, that is, pay for them on the settling day. The plaintiff said he would accept the official prices; and it was held by the Court of Appeal (Lord Esher, M.R., and Bowen and Fry, L.JJ.) that the defendant having ratified the closing of the account before the settling day, was bound to indemnify the plaintiff against the amount for which the plaintiff was liable to the jobbers on the closing of the account.

PRACTICE—CAUSE SET DOWN FOR TRIAL—CHANGE OF SOLICITOR—NOTICE TO OFFICER—ORD. 7, R. 3 (C.R. 463).

*Hunt v. Fineburg*, 22 Q.B.D. 259, shows the serious consequences which may result from not giving proper notice of a change of solicitor. After the cause was set down for trial the plaintiff's solicitor was suspended from practice; thereupon the plaintiff changed his solicitor, and notice of such change was filed at the central office, but no notice was given to the officer with whom the record was entered for trial. The case came on for trial, and the learned judge presiding, finding the name of a solicitor on the record who had been suspended from practice, and there being no evidence before him of any change of solicitor, declined to hear the case and dismissed the action with costs. This order was subsequently varied by the Divisional Court and the cause reinstated on the terms of the plaintiff paying all costs which had been thrown away, and this order was sustained by the Court of Appeal (Lord Esher, M.R., and Bowen and Fry, L.JJ.), who overruled the plaintiff's contention that he was entitled to have the cause reinstated without any terms.

PRACTICE—PRODUCTION OF DOCUMENTS IN HANDS OF THIRD PARTIES—ORD. 37, R. 7—(SEE C.R. 578, 579, 580).

In *Starker v. Reynolds*, 22 Q.B.D. 262, a Divisional Court (Huddleston, 3, and Wills, J.) decided that under Ord. 37, r. 7, which provides: "The Court or judge may in any cause or matter at any stage of the proceedings order the attendance of any person for the purpose of producing any writings or other documents named in the order which the Court or judge may think fit to be produced: provided that no person shall be compelled to produce under any such order any writing or other document which he could not be compelled to produce at the hearing or trial," the Court has no power to make an order upon a person not a party to the action to produce documents for the purpose of enabling a party to the action to inspect the same before trial. The Ontario