

RE SOLICITOR—MIDDLETON, J.—MAY 10.

Solicitor—Taxation of Bill of Costs against Client—Appeal—Discretion of Taxing Officer—Extraordinary Charges—Quantum of Fees — Retaining Fees in Actions.]—An appeal by the solicitor from the certificate of the Senior Taxing Officer at Toronto upon the taxation against the solicitor's client of a bill of costs in respect of two actions brought by the solicitor on behalf of the client. The learned Judge said that, after careful consideration, he had come to the conclusion that he could not interfere with what had been done by the able and experienced officer. If there was an error in addition, it should be corrected.—There were some extraordinary items in the bill, for services alleged to have been rendered such as no solicitor should undertake, and these were properly disallowed.—With regard to the services rendered, the officer had exercised his discretion—the complaint in most instances was as to the quantum of the fee charged. On well settled principles, the Court could not interfere.—In respect of each action, in addition to all charges for services rendered, \$100 was charged as a general retainer. There was no evidence of the kind necessary to warrant the allowance of a retaining fee; and these items were properly disallowed.—The appeal was dismissed with costs. The solicitor in person. E. W. Wright, for the client.

STEWART v. CALBERT—LENNOX, J.—MAY 11.

Goodwill—Sale of Business—Canvassing Customers—Injunction—Damages.]—Action by the purchasers of the defendant's insurance business to restrain him from soliciting business from former customers, and for damages. LENNOX, J., held, upon the authority of *Trego v. Hunt*, [1896] A.C. 7, and *Jennings v. Jennings*, [1898] 1 Ch. 378, that the sale of a business implies the sale of the goodwill, and the vendor may be restrained even in the absence of express stipulation. Judgment for the plaintiffs for an injunction, upon the lines directed in *Trego v. Hunt*, restraining the defendant, his servants and agents, from personally or by letter or circular applying for or soliciting insurance business from any person or persons or firm or corporation with whom the defendant, in his own name or otherwise, transacted insurance business prior to the 1st April, 1910, with \$25 damages and costs. T. A. Beament, for the plaintiffs. George McLaurin, for the defendant.