

"The undersigned John J. Bostock hereby receipts to the Canadian Canning Company all liability from or by reason of the express warranty given, mentioned in this case, and upon which the said judgment is founded, and from the said judgment and every clause therein contained: the intention of this receipt being to stay any further proceedings as between the said John J. Bostock and the Canadian Canning Company, with a view to saving costs, and to release the Canadian Canning Company from all further or other liability in respect of the costs of action between the said John J. Bostock and the Canadian Canning Company, and to ensure that, if any costs are or have been incurred against the Canadian Canning Company in this suit in favour of either the plaintiff or the defendant, the said John J. Bostock shall assume the same and indemnify the Canadian Canning Company therefrom."

An affidavit is filed by the Vancouver solicitor in answer to the petition, in which it is stated, among other things, as follows:—

"9. On receipt of letters dated the 20th and 21st September, 1909, we again took up the question of costs with Mr. Bostock, and he again assured us that all costs had been paid, and that he would call the attention of the petitioners to the fact that we were not to be troubled further about his costs, which he evidently did, as appears from his letter to the petitioners dated the 28th September, 1909, when he tells them, 'Your good selves have nothing at all to do with any action between the Canadian Canning Company and myself with regard to the account; and I, accordingly, enclose herewith my cheque for \$51.61, which kindly acknowledge, and I shall be further obliged if you will let me have your account.'

"10. From this date on and until long after the judgment, as between the Canadian Canning Company and Bostock, had been settled in full, as per memorandum of settlement, dated the 24th January, 1911, we heard nothing further from the petitioners with regard to their costs."

It appears that, originally, the Vancouver solicitor had not only instructed the petitioners to act for Bostock in the said action, but had also instructed solicitors at Hamilton to act for the Canadian Canning Company, the Vancouver solicitor apparently acting originally as principal for both defendants, and the defendants apparently being at first disposed to act together to a certain extent in their defence.

In the same affidavit, the Vancouver solicitor says as follows:

"14. In January, 1911, the defendant (Bostock) came to me, knowing that I was no longer connected with the Canadian Can-