

bursements, in which the amount for each service is not stated, but a lump sum charged." The doubt as to the effect of the *Gould* case on the *Johnson* case has been done away with by the judgment just delivered. "In *Gould v. Ferguson*, we did not—and did not affect to—overrule *Re R. L. Johnston*," per Riddell, J.

To understand the present position of the law on the whole question, it is necessary to look at the nature of the services rendered and the form of the bill delivered in the *Staunton* case. The facts as set out in the reasons for judgment of the Hon. Mr. Justice Riddell are that the defendant Somerville had certain property in Hamilton which he sold and his purchaser sold to the Canada Grocers. Somerville claimed that he had the right to re-purchase within a certain time, and he wished to do so. He saw the plaintiff, who wrote the owners, but they denied his alleged right, as did the Dominion Canners, who had an interest with the Canada Grocers. It was determined to issue a writ; the plaintiff told the defendant that he did not practice as a solicitor, and he retained Mr. C. as solicitor who issued a writ. Considerable negotiations took place which resulted in a settlement, whereby Somerville was to have the property for \$30,000. This settlement was carried through. The bill as delivered to the client contained "53 items of ordinary law services for which a fee might be charged; 39 of these have a fee charged. Then there are 2 charges of a kind not quite usual, but in no way extraordinary." "Fee on revising deed, examination of title, closing transfer of property, etc., amount paid on settlement \$30,000," for which a charge of \$165 is made; and "Fee on negotiations as above set out, and recovering property of the value of \$60,000, subject to a payment of \$30,000, charged at \$700. There are 14 items against which no charge is made, and there are also 7 items which merely state receipt of letters and the like, which of course have no charge. On the 14 against which no fee is entered, there are 2 letters, 10 attendances and consultations, etc., one draft proposal and one telephoning, all apparently during the negotiations for settlement and being 'the negotiations above set out,' referred to in the \$700 item." Where the solicitor had interviews with the client personally, separate amounts were