

It was not intended that the validating Act should vest in the Crown any of the property in such a way as to interfere with the rights of third persons; that was not the effect of the Act; and investigation of the titles was necessary in order to ascertain and deal with all outstanding claims. The work done was necessary, notwithstanding the provisions of secs. 3 and 8 of the Act.

The bill was not rendered in the manner required by the Solicitors Act, because the items were not moneyed out; but, when a defective bill is rendered, it is competent for the client to accept it as a bill and waive strict compliance with the statute. The document was treated by the Government as a bill—it was found adequate to enable the Minister's legal adviser to assess the value of the services rendered. There was no rejection of the bill on the ground now taken, and no request for a further account giving the charges in detail. The transaction was one which called for a lump-charge rather than for elaborate detail; and the custom of conveyancers, as indicated by the various block tariffs of costs adopted by the associations, is to charge a lump-sum in conveyancing matters.

The order in council was an approval of the adjustment of the account and an acknowledgment of a prior valid retainer, and so amounted to an agreement to pay. The designation of the fund out of which the account was to be paid in no way qualified the approval of the adjustment of the account.

It was said that nothing short of actual payment was sufficient to relieve the solicitors from the statutory obligation to deliver a bill. By secs. 48 et seq. of the Solicitors Act, the solicitor and the client have the right to agree not only as to remuneration for conveyancing, but also as to remuneration for services in respect of business done in the Courts; and an agreement renders the delivery of a bill unnecessary: sec. 66.

Section 56 provides that no action shall be brought upon such an agreement, but that it shall be enforced upon a summary application. But a petition of right is not an action: *Rustomjee v. The Queen* (1876), 1 Q.B.D. 487.

*Ray v. Newton*, [1913] 1 K.B. 249, distinguished.

The effect of the introduction of the English Solicitors Act, 1870, by the Ontario Law Reform Act, 1909, was not to take away from the solicitor and his client the power of contracting which they always had, but to give a new power, the right of agreement upon an amount in such a way as to preclude taxation, save in a case where the Court sets aside the agreement as unfair.

In ordinary cases a reference to taxation may be the convenient way of determining the quantum of a bill. In this case there was a valid agreement; but, if there had not been such an agreement, the learned Judge would have himself assessed the