

difficulty in the solicitors compelling the company to pay them, I can see none in the way of charging the clients, Beach Bros. The Taxing Officer thus reports: "The said solicitors claimed an allowance for services performed by them and members of their office staff in acting as directors and officers of Cobalt Power Company Limited at the request of and in the interests of said Beach Bros., but that I did not consider said claim, and made no allowance therefor." In this I think he was wrong. I am unable to follow my brother Britton when he says: "If such services should be paid for at all, payment should be made by the company." The services, while they were in form rendered for the company, were in fact rendered for Beach Bros., and as part of the whole work carried on for Beach Bros. The appeal should be allowed on this ground.

If both parties agree, we may fix a reasonable sum to allow; but, if they cannot agree (say within ten days), the matter should be referred back upon this point—costs of the new reference to be in the discretion of the Taxing Officer. The costs of this appeal should substantially follow the event—the clients should pay three-fourths of the costs before us; and we should not interfere with the costs before Mr. Justice Britton.

FALCONBRIDGE, C.J., agreed.

LATCHFORD, J., agreed in the result.

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DIVISIONAL COURT.

NOVEMBER 3RD, 1911.

POULIN v. EBERLE.

*Ejectment—Title of Plaintiff—Failure to Prove Legal Title—Possession—Right as against all but True Owner—New Trial—Amendment—Statute of Limitations—Entry of Defendants under Plaintiff's Tenants—Costs.*

An appeal by the plaintiff from the judgment of the Judge of the County Court of the County of Kent dismissing an action of ejectment.

The appeal was heard by FALCONBRIDGE, C.J.K.B., RIDDELL and LATCHFORD, JJ.

J. M. Ferguson, for the plaintiff.

L. J. Reyeraft, for the defendants.