

*Greenshields, J.*:—"The facts are: that the defendant was sued by two persons for damages arising out of an automobile accident. The plaintiff appeared in the two actions, contested the same, and judgments were rendered against the defendant for certain amounts, with costs. The plaintiff's bills of costs were taxed. After the judgments had been rendered, and before that time had elapsed within which they could be inscribed in Review, the plaintiff becoming dissatisfied with his treatment at the hands of the defendant, particularly not having received from time to time what money he considered himself entitled to, notified the defendant that he would not further act for him, and that if he proposed to further continue the litigation, he would have to secure other counsel; and he rendered an account to the defendant up to that time.

"It should be observed, that at that time there was no inscription in Review, nor does it even appear that at that time the defendant intended to take the two cases to the Court of Review for further consideration.

"I think it may be safely said, that when the judgments in the Superior Court were rendered, the mandate of the plaintiff as the legal representative or attorney of the defendant in these cases, had lapsed by accomplishment; in other words, the plaintiff had no power or authority to inscribe the cases in Review, or further continue them without an additional express and new mandate from the defendant, and if he had ceased to further act, and had notified the defendant to the effect that he would not, clearly he would be entitled to his bills of costs.

"However, within the time limit when inscriptions could be filed in Review, the defendant decided to take the cases before the Court of Review, and the uncontradicted testimony of the plaintiff is to the effect, that the defendant