

It was the manifest and absolutely imperative duty of Mr. Gundy, acting there in the absence of the defendant, not only to safeguard his client's interest against the municipality but to sedulously guard him against any collateral embarrassment, inconvenience, or loss arising from careless or slovenly drafting; and, *a fortiori*, of course, to absolutely refuse an advantage to himself or his partners at the expense of his client. It would indeed be an extraordinary thing, if while representing the defendant as solicitors and counsel, and bound to protect him, the plaintiffs could by a side-wind and by doubtful implication, legislate themselves out of a long established legislative disability, the inability to sue until a signed bill had been delivered; and I would certainly think it unfortunate if, notwithstanding the limited scope and object of the Act, the clearness of the language employed compelled me to give effect to the plaintiffs' contention. But it does not. On the contrary, I am clearly of the opinion that the Legislature never intended to do more, and upon a proper construction of the language does not do more than,

(a) Provide for the payment to the defendant of the defendant's costs as between solicitor and client;

(b) Determine that as between these parties, and only as between these parties, the sum which the Legislature will compel the municipality to pay and the defendant to accept is to be \$1,800.

A statutory contract, in fact, between these parties; the only parties before the Legislature. The solicitors were not acting for themselves; they were there to represent the defendant, and the defendant alone. They had no personal interest in the matter whatever. The money, when paid, is the money of the client, and if paid to the solicitors they receive it as trustees and agents of the client. *Re Solicitors*, 2 O. L. R. 255, affirmed in appeal, 22 O. L. R. 30.

But there was no agreement at all between the plaintiffs and defendant for the Legislature to confirm; and in fact there could be no binding executory agreement between them before the delivery of a bill in conformity with the statute. In *Re Baylis*, [1896] 2 Chy. 107; and with this decision *Belcourt v. Grain*, 22 O. L. R. 591, and the English cases there referred to, do not conflict; nor do any of them relax the vigilance with which the Courts have been accustomed to guard the client's rights concerning taxation. On this