

The Ontario Weekly Notes

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TORONTO, JUNE 8, 1910.

No. 37.

HIGH COURT OF JUSTICE.

MIDDLETON, J.

MAY 27TH, 1910.

*RE SOLICITOR.

Solicitor—Retention of Client's Money—Order for Delivery of Bill of Costs—Disobedience—Attachment—Settlement—Receipt in Full—Promise of Retainer—Agreement with Client—Costs.

Motion by a client to attach the solicitor for disobedience to an order made on praecipe on the 11th February, 1909, requiring the solicitor to deliver a bill within 14 days after the service of the order. The order was served on the 12th February, 1909, and had been neither moved against nor complied with.

R. McKay, for the applicant.

E. Meek, K.C., for the solicitor.

MIDDLETON, J.:—The applicant shews that on the 2nd October, 1908, the solicitor received for her, as the result of the settlement of some litigation, \$2,600, and has paid her \$625, retaining the balance, \$1,975, presumably as representing the costs of this litigation, but no bill has ever been delivered.

The solicitor . . . sets up as an answer to the motion:—

(1) That the settlement of \$2,600 was intended to include \$740 costs agreed to be paid by the defendant in the action settled.

(2) A letter from the client to the solicitor of the 8th September, 1906, proposing to give him 50 shares (i.e., one-fourth) of the stock in question in the action, if the solicitor "would take the case up and bear all expense and run the risk"—a proposition which the solicitor did not accept.

* This case will be reported in the Ontario Law Reports.