

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 Solicitor*, 21 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 delivery of a bill in conformity with the statute: *In re Baylis*, [1896] 2 Ch. 107; and with this decision *Belcourt v. Crain*, 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 latter head, *Re Solicitor*, 14 O.L.R. 464, and *Re Mowat*, 17 P.R. 180, may also be referred to.

It is perhaps right to add that my reference to the duty of a solicitor is not to be taken as an indirect reflection upon the conduct of Mr. Gundy, but merely for the purpose of defining how I should approach the interpretation of the private Act in question. On the contrary, I formed the opinion that Mr. Gundy acted throughout the legislative proceedings with the utmost good faith, and with skill and judgment.

In my opinion, the action cannot be maintained. I have not referred to the other items of the bill; but, with the exception of "costs *re Hickey*," \$5, all the charges relate to this drainage matter, and are all included in the same bill. In any event, they constitute one cause of action; and the plaintiffs could only have judgment upon them separately if they were prepared to abandon their other claim. I may say, too, in view of the possibility of an appeal, that, if I were giving judgment upon these items alone, it would be without costs, as the litigation arose in reference to the \$1,800 item alone.