

confess judgment. A landlord has no authority to retain a solicitor to enter an appearance for his tenant in an action of ejectment against the tenant : *Moran v. Schiermerhorn*, 2 P.R. 261.

Although, as a general rule, a corporation must appoint a solicitor under its corporate seal, yet where the Act incorporating a company gave the directors power to appoint officers and agents, and the by-laws of the company authorized the general manager to compromise claims and do other acts which generally require legal advice, it was held that a retainer by the general manager, though not under the corporate seal, was binding on the company : *Clarke v. Union Fire Ins. Co. Caston's case*, 10 P.R. 339. And where the solicitor had instructions to defend a suit, which was discontinued and a new one for the same cause of action commenced, it was held that the original retainer to defend continued in the new suit. 1b. But the fact that a solicitor has acted for a trustee does not authorize the solicitor to enter an appearance for the trustee in an action in relation to the trust without any further retainer : *Re Gray*, 65 L.T. 743.

In England a solicitor has no implied authority to pledge his client's credit for the payment of fees to counsel, *Mostyn v. Mostyn*, L.R. 5 Ch. 457. But in Ontario solicitors have such implied authority, and a legal privity exists between counsel and client so as to enable the counsel to recover his fees from the client. *Armour v. Kilmer*, 28 O.R. 619.

**III. Extent of retainer.**—Although a solicitor has complete authority over an action, and all that is incident to it, he has not by virtue of his retainer in an action any power over matters which are collateral to it : *Swinfin v. Lord Chelmsford*, 26 L.J. C.P. 97. A solicitor retained to collect a debt is not entitled to interplead without a further retainer. Proceedings in interpleader are substantially a second action : *Hackett v. Bible*, 12 P.R. 482 ; *James v. Bicknell*, 20 Q.B.D. 164.

The retainer in an action continues until the judgment is worked out. Until that time the solicitor on the record must be taken, as between him and the opposite party, to represent the client, unless the client not only discharges him, but substitutes another solicitor on the record : *De la Pole v. Dick*, 29 Ch. D. 351. The solicitor of a party has not, as such, any authority to enter into a contract for the sale of the client's lands : *Cameron v. Brooke*, 15 Gr. 693.

The common retainer to collect a debt imposes upon the