

go, therefore, to reimburse the corporation *pro tanto* for the salary which it pays to its solicitor. Sir Adam Wilson in the Stevenson case, while dissenting from the view adopted by the majority of the Court, was of opinion that a provision such as that was objectionable and contrary to public policy.

In the Galloway case and in the Henderson case, it is said that, where a lump sum is payable as salary for all services, if it can be shewn that the client, as the result of the whole transaction, will have nothing or not as much as the taxed bill to pay, he is not entitled to profit costs, or that the taxed bill must be reduced to what he is liable to pay. It is pointed out that it is generally almost impossible for the opposite party to shew that such a state of things exists, and that, unless he can shew it, the fact that the solicitor is paid an annual salary does not disentitle the client to recover the costs of the litigation in which he has obtained an order for the payment of his costs by the opposite party.

As I have said, we think that we ought to follow the Jarvis case in our own Courts, and to leave it to the appellants, if they are dissatisfied, to take the opinion of a higher Court, where, possibly, the English practice, so far as it differs from ours, may be held to be the true rule.

The order of Mr. Justice Street, in our opinion, must be reversed, and the order of the local Master restored, with costs to the appellants.

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OCTOBER 7TH, 1902.

DIVISIONAL COURT.

STANDARD TRADING CO. v. SEYBOLD.

*Discovery — Affidavit of Documents — Admission of Possession of Document — Admissions on Examination for Discovery — Re-examination after Examination Closed.*

Appeal by defendant Booth from order of BOYD, C., in Chambers, reversing an order of the local Master at Ottawa, and directing defendant Booth to file a further and better affidavit on production and to attend again for further examination for discovery.

D. L. McCarthy, for appellant.

J. H. Moss, for plaintiffs.