I think that the defendant, if he intended to object to the plaintiff's opposing the second application, should have told him so. All he had to say was: "No, I am now managing owner and you are not to oppose it." But having succeeded before one Judge, he evidently expected to succeed again and let it go on. That was the occasion when he should have spoken. And he paid the note too, when he knew that he was the managing owner, when the master gave it. The principle of estoppel surely applies. Being abrupt or curt will not do

In dealing with this subject it is said, 3rd Eng. & Am. Ency. 436:—

"Acts of recognition or acceptance are in general equivalent to a prior engagement. When services are rendered by an attorney at the request of another, or where the benefits of such services are knowingly accepted, a promise to pay therefor will be presumed unless the circumstances shew that the services were intended to be gratuitous. Thus, when there is even slight proof of any employment of the attorney by the client the fact that the latter stood by without objection and allowed the attorney to render valuable services in her behalf will estop him to deny the fact of employment."

The giving of the note for the time of service was not a discharge from all future costs in the matter, those not then anticipated as well as those which were. Nothing is more common than a note given in that way. The solicitor could have been compelled to bring in his bill of costs for taxation, notwithstanding that if they were under that amount, and the matter is reciprocal. It would require a very express agreement if he proved that they were to be compromised at that sum whatever they would amount to.

The appeal in my opinion should be dismissed, and with costs.

DRYSDALE, J., concurred with GRAHAM, E.J.