

Limited, and the defendant Bostock elected to proceed with his third party notice against the Canadian Canning Company, Limited, the petitioners have not acted as solicitors for the Canadian Canning Company, Limited, nor as agents of my firm, but have been acting under direct instructions from the defendant Bostock, and his Vancouver solicitors.

20. " . . . I say positively that there was no collusion in any sense, direct or indirect, between Bostock and the Canadian Canning Company, Limited, or our firm or any member of the firm, having in view depriving petitioners firm of their proper charges for services rendered, or any part thereof."

It is said that at the time Bostock made the settlement for \$1,100 with the Canadian Canning Company, he was in insolvent circumstances and in ill-health and had left the country, and that the canning company compromised with him under these circumstances, their indebtedness in connection with the remedy over which he had against them at a much smaller sum than Bostock was reasonably entitled to claim.

While the circumstances may and do look somewhat suspicious, I am unable to find particularly, in face of the affidavit of the solicitor in Vancouver, that there was any collusion or improper conduct on the part of the canning company to deprive the petitioners of their costs. See *Reynolds v. Reynolds*, 26 T. L. R. 104.

The prayer of the petition will, therefore, be refused. I do not think, however, on the whole that it is a case for costs and I make no order as to same.