

Court of Appeal, with costs against the township. This relieved him of assessment in respect of the drainage works.

What, then, was the object of the private Act? The object was the relief of the Township of Tilbury. The municipal council had diverted the general funds of the township, to provide moneys for which only the ratepayers of the drainage area should be liable; and the object was to enable the council to recoup the township.

The defendant occupied a position of exceptional advantage. He was free from the by-law, free from taxation, and the township was liable for his costs. He was not seeking legislation; he was opposed to legislation. He engaged the plaintiffs, and specifically he engaged Mr. Gundy, of the plaintiffs' firm, to prevent legislation, or, failing in this, to see to it that the relief granted to the township did not invade or impair the defendant's rights.

There was no suggestion of interference in any way whatever with the contractual or statutory relations existing between the plaintiffs and the defendant. Such a thing was not contemplated by the parties to this action, was not within the purview of the relief sought by the municipality, and could not be in the contemplation of the Legislature.

The defendant was physically unable to come to Toronto. He sent his son Thomas to supplement the efforts of his lawyers or to assist them. The son was a special agent, with powers limited within the scope of his instructions. He had no power whatever to vary in any way the relations between the parties to this suit, much less to sweep away this beneficent statutory condition precedent to the recovery of costs; and he did not profess and was not asked to do so.

It was the manifest and absolutely imperative duty of Mr. Gundy, acting there in the absence of the defendant, not only to safeguard his client's interest against the municipality, but sedulously to guard him against any collateral embarrassment, inconvenience, or loss arising from careless or slovenly drafting; and, a fortiori, of course, absolutely to refuse an advantage to himself or his partners at the expense of his client. It would indeed be an extraordinary thing, if, while representing the defendant as solicitors and counsel, and bound to protect him, the plaintiffs could by a side-wind and by doubtful implication legislate themselves out of a long-established legislative disability—the inability to sue until a signed bill had been delivered; and I would certainly think it unfortunate if, notwithstanding