

solicitor should be left to resort to his clients for costs of the preliminary application for a stay of proceedings. The whole bill was to be assumed and paid by the present appellant. If it had been intended that any part of the costs should be excepted from what was to be assumed and paid, this exception would have clearly appeared upon the face of the document signed. It may well be that the amount claimed turned out to be much larger than contemplated, but this might have been guarded against by the terms of the agreement. It was extraordinary that the agreement was made in these vague terms, instead of being an agreement for payment of a definite sum.

It was not seriously suggested that the learned Judge should interfere with the quantum of the allowance made. Unless there is an error in principle the Judge should not interfere upon an appeal.

While the appeal failed and must be dismissed with costs, these costs should be fixed at \$25, which would be less than what would be allowed upon a taxation, for the amount involved was not large.