

HON. MR. JUSTICE LENNOX:—I heard the evidence, sitting without a jury, at Chatham on the 9th of October, instant, and reserved judgment.

The plaintiffs sue for the recovery of solicitor and counsel fees. They delivered a signed bill of costs on the 8th May last, the principal item of which was set out as follows:

1912. April 15. Solicitor and client costs in litigation over By-law No. 17 of 1910, of the Township of Tilbury East, concerning the Forbes Drainage Works, both in the High Court and in the Court of Appeal, as settled by agreement between the parties and fixed by statute of the province of Ontario passed on or about April 15th, 1912, which cost is settled and fixed as aforesaid were by the said statute directed to be paid by the township of Tilbury East to you...	\$1,800 00
There were other items amounting to	84 68
Payments on account are admitted, amounting to	575 00
The plaintiffs claim to recover a balance of...	1,309 68
With interest from the time the Act was assented to, April 16th, 1912.	

The retainer of the plaintiffs is not disputed, nor their right of lien upon the money payable by the township of Tilbury East; but as far back as May last, at all events, the defendant demanded and insisted upon the delivery of an itemized bill. A letter of the 8th May to the plaintiffs, from the solicitors then acting for the defendant, defined the attitude of the defendant in this way:

"The bill that you gave us this morning is not a detailed bill, and we require a detailed bill from beginning to end so that we can have them taxed. If you refuse to deliver your bill we will be obliged to make an application for an order in the usual way under the rules. If you will read the statute you will see that Mr. Johnston gets the \$1,800, and not you. We again say that we do not deny your lien and our client is ready and willing to pay you whatever you are entitled to so soon as the bill is taxed."