

ing the plaintiff's motion, said: "The collusion that must be shewn is a conspiracy between the parties to cheat the solicitor of his costs." In this the learned Judge was in error, for in order to establish collusion it is not necessary to shew that they were acting fraudulently, or had entered into a conspiracy to cheat the solicitor. Mr. Justice Denman in *Price v. Crouch*, 60 L. J. Q. B. at p. 768, in referring to a statement of Lord Campbell's in his judgment in *Brunsdon v. Allard*, 1 E. & E. 19, that where there is a compromise between the parties "the result of which is that the attorney loses his lien, provided that the arrangement is not a mere juggle between the parties to deprive the attorney of his costs," said: "I do not think, however, that Lord Campbell meant to say that unless there was a 'mere juggle,' a juggle in a fraudulent sense, there could be no collusion. The other Judges do not go so far. Mr. Justice Wightman hits the point; 'Was the object of the arrangement to deprive the plaintiff's attorney of his costs.'"

Although collusion must be clearly established, it may be inferred from the mere facts, or made out on the respondent's own evidence: *Cordery's Law of Solicitors*, 3rd ed., p. 380. Then, is the proper inference to be drawn from what is disclosed by the affidavits and the conduct of the parties, that the object of the arrangement was to deprive the plaintiff's solicitor of his costs? . . .

See the remarks of Kekewich, J., in *Margetoon v. Jones*, [1897] 2 Ch. at p. 318. The absolute silence of both the plaintiff and defendant as to the money payments shews there was an understanding between them that no disclosure should be made regarding the amount the plaintiff was to receive to end the litigation. The conduct of the parties is important. The plaintiff and defendant are together until three o'clock in the morning, when the plaintiff leaves for the station to board a train for Toronto, in order, as he says, that he may not meet his solicitor; and the payment of the extra \$5—for which the defendant in no way accounts—would indicate that the plaintiff received it for the purpose stated by him.

If the costs due by the plaintiff to his solicitor were not discussed on the night of the 21st, and if defendant made no promise about settling them, what was the plaintiff's object in speaking to him, and what interest had the defendant in the matter calling for his advice to the plaintiff to get the bill, and after the bill was procured and brought to him, on the 23rd, if the defendant were not interested in the ques-