

the power contained in the mortgage, and when the defendant intervened and sold as assignee, the same bailiff conducted the sale, and the amount realized was the same as would have resulted from a sale under the power.

Held, that the plaintiff was entitled to recover as damages for the conversion no more and no less than was realized by the sale.

A part only of the goods which the defendant took out of the possession of the plaintiff's bailiff was sold; from the remainder of them the defendant realized nothing, claims having been made to them by other persons, which the defendant did not contest, though he did not actively take part in handing them over to the claimants. The plaintiff, having in his pleading limited his claim to the goods actually sold, was at the trial refused leave to amend by adding a claim for the other goods.

Clute, Q.C., and *John English*, for the plaintiff. *J. L. Whiting*, for the defendant.

Boyd. C., Ferguson, J. }
Robertson, J. } O'CONNOR v. GEMMILL. [Dec. 18, 1897.

Solicitor—Services in Exchequer Court of Canada—Agreement with client—Compensation en bloc—Invalidity—Champerty—Ascertainment of proper compensation—Taxation—Quantum meruit.

The action was against a firm of solicitors for an account of moneys received by them for the plaintiff in respect of a claim against the Crown, for which action was brought by them for the plaintiff in the Exchequer Court of Canada, and the claim compromised. In answer to the action the defendants set up an agreement with the plaintiff by which they were to receive for their services one-fourth of the amount recovered for her. This agreement was attacked by the plaintiff as champertous and otherwise void. By a consent judgment a reference was directed to a taxing officer, who found that the agreement was invalid, and that the defendants should deliver a bill of costs for their services, which should be taxed.

Held, that the agreement was invalid, and was no bar to the investigation of what was fairly due to the defendants.

Ball v. Warwick, 50 L.J. N.S. Q.B. 382, and *In re Attorneys and Solicitors' Act*, 1 Ch. D. 573, referred to.

The solicitors were not engaged or doing business as officers of the Courts of Ontario, and were not acting under the provisions of the Solicitors Act, R.S.O. c. 147. Their services were rendered as solicitors of the Exchequer Court of Canada. Though they obtained their status as solicitors of that Court because they were already solicitors in Ontario, yet their acts were not as solicitors in any Court in this Province, and they were not subject to the summary jurisdiction affecting officers of the Ontario courts, nor to the special restrictions and rules affecting solicitors' costs and charges found in s. 31 et seq. of R.S.O. c. 147.

Williams v. Odell, 4 Pri. 279 *Re Anonymous*. 19 L.J. N.S. Ex. 219, and *Re Johnson*, 37 Ch. D. 433, 15 App. Cas. 203, referred to.

The solicitors must be left to the remedies given by the general law, *i.e.* in the absence of a tariff of costs between solicitor and client in the Exchequer