

Altogether I do not see my way clearly to intervene in the result arrived at by the jury. I perceive no error, or at least none of moment, in the rulings upon the various matters of dispute that occurred in the course of the trial—nothing that would not be covered and cured by the saving clause in Rule 785.

The judgment is affirmed with costs.

---

OCTOBER 11TH, 1907.

DIVISIONAL COURT.

SEGSWORTH v. DECEW.

*Limitation of Actions—Claim for Payment for Services—  
Contract—Quantum Meruit—Solicitor—Acknowledgment  
—Correspondence—Costs.*

Appeal by defendant from judgment of TEETZEL, J., in favour of plaintiff, a solicitor, for the recovery of \$800 in an action upon an alleged contract to pay plaintiff for services rendered in connection with some property of defendants in British Columbia, plaintiff having travelled there to negotiate a sale.

The appeal was heard by BOYD, C., MAGEE, J., MABEE, J.

G. H. Watson, K.C., for defendant.

R. S. Robertson, Stratford, for plaintiff.

BOYD, C.:—Were this case before me in the first instance, I doubt whether I should hold plaintiff entitled to more than a quantum meruit for his services. The evidence is very conflicting, and it is not made clearer by the various expressions used in the correspondence which cast much ambiguity upon the method of compensation. Plaintiff claims a stated sum of \$1,000 agreed upon at the outset—the whole confusion has arisen from his want of care as a solicitor in putting the bargain into writing, and in the great delay which has arisen in the prosecution of his claim. But I do not find it needful to weigh the evidence and documents