Full Court.] STEWART *v.* HALL. [June 8.

Solicitor and client—Collusive settlement of suit without the knowledge of his solicitor—Liability of defendant for costs of plaintiff's solicitor.

In this case the Court of Appeal, reversing the judgment of CAMERON, J., applied the principles laid down in *Brumsdon* v. *Allard*, 2 E & E. 19; *Price* v. *Crouch*, 60 L.J.Q.B. 767, and *Re Margetson & Jones* (1897), 2 Ch. 314, and

Held, that, as the defendants had collusively settled the suit with the plaintiff behind the back of his solicitor and for the purpose of depriving the plaintiff's solicitor of his costs, well knowing that such would be the result of the settlement, they should be ordered to pay to the plaintiff's solicitor his costs up to the time he received notice of the settlement, together with the costs of the application to CAMERON, J., and of the appeal, forthwith after taxation.

Deacon, for plaintiff. *Crichton*, for defendant.

KING'S BENCH.

Mathers, J.] HOLMES *v.* BROWN. [June 5.

Mandamus—Compelling mayor of city to sign cheque for payment approved by council—Existence of other adequate remedy.

Action for mandamus to compel mayor of city to sign cheque for payment of plaintiff's claim pursuant to resolution of council. The mayor had vetoed the resolution, but the council assumed to pass it again over his veto.

Held, 1. As the plaintiff had another adequate remedy for enforcing his claim, namely, by action against the city, he could not have the mandamus asked for. *The Queen* v. *Hull & Selby Ry. Co.*, 6 Q.B. 70; *In re Napier*, 18 Q.B. 70; *The Queen* v. *Registrar of Joint Stock Companies*, 21 Q.B.D. 131, followed.

2. It makes no difference that the other remedy would not lie against the defendant but against the city: *Queen* v. *Commissioners of Inland Revenue*, 12 Q.B.D. 461.

Meighen, for plaintiff. *Wilson* and *McPherson*, for defendant.