

charged. The consultations for which no charges were carried out, were consultations with solicitors acting in interests adverse to those of the client.

It would appear that the bill in question covers services similar to those rendered by the solicitors in both the *Johnston* and *Gould* cases—negotiations out of Court leading to a settlement as in the *Johnston* case, and conveyancing work (necessary to carry out the settlement) as in the *Gould* case. It includes, as indicated, a lump fee for the negotiations and also a lump fee for the conveyancing. It was thought by the trial Judge (Masten, J.), that the lump fee for the negotiations could not be justified in view of the decision in *Gould v. Ferguson*, but he appears not to have specifically dealt with the lump sum charged for the conveyancing. The Appellate Court, however, has now held that both charges were proper and that the bill as a whole complied with the requirements of the Act. The holding so far as the fee on the negotiations is concerned is in accord with *Re R. L. Johnston*, which must now be taken as settled law.

It is not easy to reconcile the decision on the charge for conveyancing work with the judgment in *Gould v. Ferguson*. It is said that "The present bill has no resemblance to the bill in question in *Gould v. Ferguson*." That seems true of the bill as a whole, but the charge of \$165 to cover "Fee on revising deed, examination of title, closing transfer of property, etc.," would appear to be for work identical to that of the solicitor in the *Gould* case. Can it be that if the last mentioned solicitor had, instead of taking a page and a half to set out what he had done, boiled his charge down to the form given above, the decision of the Appellate Division would have been that his bill was a proper one within the meaning of the Act? Such a proposition would appear to be unthinkable, yet it is submitted it must follow from the decision under consideration.

As shewing how the rule works out, reliance is placed by the Court on *Blake v. Hummell*, 51 L.T.N.S. 431. It is said that the bill in that case so far as material read:—

"The Rev. F. H. Hummell to Edwd. F. Blake.

"1881—Oct. and Nov.—Perusing abstract of the title to