

P. White, K.C., for the client.
W. N. Tilley, K.C., for the solicitor.

MIDDLETON, J., in a written judgment, said that, according to decisions which were binding upon him, a bill which details the services rendered and is followed by a lump charge is not a compliance with the Solicitors Act, R.S.O. 1914 ch. 159, sec. 34.

The learned Judge was not called upon to express any opinion as to the extent which the solicitor, who was also a barrister, might go in making a lump charge for services rendered by him as a barrister.

The situation created by the statute and the decisions upon it was most unfair to the profession and seemed to call for remedy. Where a professional man is called upon to advise upon a complicated situation and to take charge of investigations and negotiations, his fee can be better estimated by the result attained and the care and skill shewn in what was done than by any summation of items each attached to an individual move in the game played with living persons.

But, with reference to the matter under discussion, common sense and case-law had long since parted company, and by statute the Judge was bound to follow the cases.

There should be an order for delivery of an itemised bill; but no costs of the motion should be awarded.

MIDDLETON, J.

MAY 2ND, 1917.

*RE GALBRAITH AND KERRIGEN.

Deed—Conveyance of Land—Defect in Form—Omission of Words Identifying Parties as Grantor and Grantee—Inference—Objection to Title.

Motion by Galbraith, the vendor, under the Vendors and Purchasers Act, for an order declaring that an objection made by the purchaser, Kerrigen, to the title to land, the subject of an agreement for sale and purchase, was invalid.

The motion was heard in the Weekly Court at Toronto.

D. G. M. Galbraith, for the vendor.

J. T. Richardson, for the purchaser.