

BOYD, C.

JUNE 21ST, 1907.

WEEKLY COURT.

RE SOLICITOR.

Solicitor — Contract with Client — Share in Fruits of Litigation — Illegal Bargain — Champerty—Contract to Pay Further Sum if Verdict Sustained on Appeal—Taxation of Bill—Deduction of Sums in Addition to Costs from Amount Recovered — Unprofessional Conduct — Intervention of Law Society.

Appeal by client from report of local registrar at Picton upon the taxation of a bill of costs rendered by the solicitor to the client.

M. Wright, Belleville, for appellant.

W. E. Middleton, for solicitor.

BOYD, C.:—I now consider the two main items in appeal: the first, \$625, being an amount equal to 25 per cent. of judgment in an action by the client against the Standard Ideal Co. for damages for a personal injury sustained by him; the second being \$200 which the client was to pay the solicitor if the verdict was sustained on appeal.

The client signed agreements of December, 1905, and May, 1906, touching these amounts. An action was successfully brought and judgment obtained for \$2,600, and the appeal was decided in favour of the client. The solicitor obtained his taxed costs from the other side, and has also rendered a bill for solicitor and client costs, claiming over \$200 of additional costs which have been allowed by the local registrar at Picton. The officer allowed the two large items on the ground that they had been paid and the matter was not further examinable. Had the client made the payments, I do not think it would have mattered, but in fact there was no payment by the client. The solicitor received all the fruits of the judgment, and retained those amounts in satisfaction of his claims. Both items must be disallowed, but on different grounds.

The confidential relation between lawyer and client forbids any bargain being made by which the practitioner shall draw a larger return out of litigation than is sanctioned by