A similar conventional charge in Ireland has been judicially recognized there, as "*oil for keeping the wheels agoing.*" It is probable that the propriety of the charge in this view only was recognized by the court in *Chisholm* v. *Barnard*, 10 Gr. 479, where executors were allowed the payment of such a fee in the passing of their accounts as against the estate.

We have had occasion to notice a passage in McMillan on Costs, p. 78, which seems to be replete with errors on this point. He says, "The fee on a retainer is only allowed in bills between attorney and client, and is never taxed against the opposite party, except when he is ordered by the court to pay costs as between attorney and client. It is, however, an item which should never be allowed, except in actions of a very special nature, and where great difficulty is encountered. It should always be explained to the client when necessary, and the amount stated to him before he is asked to sign the retainer. It is moreover an item which should never be charged, even where proper, unless there be a *written* retainer to support it. This consists of a mere memorandum in writing, with the fee intended to be charged by the attorney included therein, and signed by the client." Now be it observed that this fee was expressly disallowed upon a taxation in alimony as between solicitor and client in *Cullen* v. *Cullen*, 2 Chan. Cham. R. 94, and there is no reported case where it has been taxed at all, when objected to by the client, but several cases the other way are to be found: see *Re Geddes*, 2 Chan. Cham. R. 447; *Re McBride*, *ib.* 153. There is no reason in laying it down as a principle that only in actions of a special nature should retaining fees be allowed; the theory of the non-chargeability of such fees in England is, that Term fees, which are taxed alike in all cases, stand in the stead thereof, so that if retainers are to be taxed upon sufficient evidence of the agreement to pay, they should be so taxed in every case. But in truth it may be said that such fees are not in strictness taxable in this country at all. The mere fact of the agreement being in writing has no such virtue as the author imputes to it: *Strange* v. *Brennan*, 15 Sim. 346; *Pince* v. *Beattie*, 32 L. J. Ch. 734. It would seem contrary to the policy of our law relating to costs, as settled by statutes and tariffs, to permit of any such charge being made. The broad rule on this point is this where there is a tariff of costs providing for the remuneration of lawyers, they shall not be allowed to bargain for any compensation beyond that: see *Philby* v. *Hazle*, 8 C. B. N.S. 647; 8 W. R. 611. In Hibernian phrase, if the practitioner wishes to have his retainer taxed he had better keep it out of his bill of costs. In this way he may defend himself in the retention of a *paid* retaining fee, and refuse to give credit for it in his bill of costs on the ground that it is a gratuity given him freely by his client, above and beyond the bill of costs to which he is legally entitled. To do this, however, he would require to prove the concurrence of a variety of things, which we rather think has never yet been accomplished in any case. For instance, it would have to be established that the client was distinctly informed, (1) that the tariff allows of no such charge; (2) and that although the solicitor bargaining may decline to conduct the client's suit without such a fee, yet that others of equal ability may be found who would conduct it upon the usual scale of allowances; (3) that such a charge could not in any event be recovered from "the other side;" and (4) generally that all the circumstances of the transaction were voluntary and fair, and with full warning to and perfect knowledge by the client of his position and rights.

GENERAL SESSIONS OF THE PEACE.

Jurisdiction in cases of Perjury.

Our attention has been called to the above subject by various articles that have lately appeared in our public papers, and by discussions that have taken place thereon. Upon looking into the matter, we are compelled to admit that it is a subject by no means free from doubt as to whether the Court of General Sessions of the Peace has power to try cases of perjury or not. We will endeavour, however, to give some idea of how the matter rests.

Our Act (Con. Stat U. C. cap. 17) relating to General Sessions does not so much constitute a new Court, as continue and make valid the commissions and authority under which the Courts had been formerly holden, that is, prior to 41 Geo. III. It will be noticed that the County Courts, and some of the other Courts, have special acts, by which they were constituted Courts in Upper Canada; whereas, as mentioned before, Courts of Quarter Ses-