Samuel Romilly, such as retainers without the intention to send a brief, unless the opposite party sends one; and *intermittent* retainers where an occasional brief during the progress of the cause is contemplated. "*Retainers to your friends; briefs to your enemies*" is a beggarly device, whereby it is hoped to neutralize the power of those counsel, whose opposition is dreaded, but whose advocacy clients are unwilling to remunerate. Where there is a retainer but no brief, the understanding appears to be this: if the client, through inadvertence, omits to send a brief, and a brief is tendered by the opposite party, the client should be notified that he may repair the oversight; if however, the omission is deliberate and intentional, the brief of the opposite party can be accepted at once, and without notice. See *Ex p. Lloyd*, Mont. R. 74 *n*, and Brunker's Digest, 258. In the case cited, Lord Eldon, sitting as "*amicus curiæ*," in effect declared that a barrister is bound to act for the party by whom he is retained, so long as his services are required, but no longer: if a barrister receives the usual retainer at the commencement of a suit, and acts repeatedly as counsel thereunder, and, afterwards a general retainer is sent him on the other side, which is followed up by a brief for the next motion, no brief for that motion being sent by the side originally retaining him, he should accept such brief.

These observations, however, must be subject to certain considerations which professional delicacy can alone regulate, and which are thus stated by Lord Eldon. "The practice of the bar in my time, was this: If a retainer was sent by a party, against whom the counsel had been *employed*, the retainer being in a cause between the same parties, the counsel, before accepting it, sent to his former client, stating the circumstance, and giving him the option. That has, I believe, been relaxed; and the course now is as it has been represented at the bar. I do not admit he is *bound* to accept the new brief. My opinion is, that he ought not, if he knows anything that may be prejudicial to the former client, to accept the new brief, though that client refused to retain him." *Earl Cholmondely* v. *Clinton*, 19 Ves. 274, 275.

The last cases reported, in which the courts have declined to interfere in questions of retainer, are *Baylis* v. *Grant*, 2 M. & K. 316; and *Ex p. Elsee*, Mont. R. 70. In *Lucas* v. *Peacock*, 8 Beav. 1, it is queried whether a retainer ceases upon the counsel being appointed one of Her Majesty's counsel.

In our next paper we propose to discuss some points connected with a solicitor's retainer.

OBSTRUCTIONS.

We feel sure many readers of the *Law Journal* will share the gratification we experience in noticing a recent decision of the Court of Queen's Bench in the case of *The Queen* versus *Plummer*, argued during last Michaelmas Term.

It was an application to quash a conviction made by the Police Magistrate of London, Ontario, in the case of one Plummer, who was held to have contravened a city by-law in riding a velocipede along the sidewalk. The by-law in question provided—

"That no person shall, by any animal, vehicle, lumber, building, fence, or other material, goods, wares, merchandize, or chattels, in any way encumber, obstruct, injure, or foul any street, square, lane, walk, sidewalk, road, bridge, or sewer now being or hereafter to be laid out and erected, (except as hereinafter provided with respect to buildings)."

It was urged by counsel for the defendant that the word "obstruction" means something of a permanent nature, and does not apply at all to a velocipede in motion, which takes up no more room than a single person. But Adam Wilson, J., in discharging the rule remarked—

"A velocipede, I should say, may be an obstruction or encumbrance on a sidewalk. All that has to be done is to give the words a reasonable latitude in interpretation, just as we have to do when we use them. Now, to ordinary comprehension, a horse, or a waggon, or a drove of sheep or oxen, driven along the sidewalk, would be understood to be an obstruction or encumbrance to the legitimate use of it by those desirous of using it.

I understand this language off the Bench, though not the most exact or scientific, and I do not know why I should not understand it as sufficiently precise for the purpose on the Bench; and I understand it to mean, that whoever, by any of the means described in the by-law, prevents foot travellers from the free, safe, and convenient use of side-walk, offends against the enactment."

In support of this view his Lordship cited