

not been carried to a conclusion.' And Lord Justice Bowen, after enunciating, with approval, the old common law rule, said that *In re Hall and Barker* showed that it would not apply to all equity matters. Lord Justice Kay said: 'If the matter in respect of which the solicitor is retained be a simple matter, then, *prima facie*, the contract with the solicitor is an entire contract, and he is not entitled to send in his bill of costs to his client and insist upon payment until that matter has been concluded; but where the matter is of a complicated character, and involves, for instance, considerable outlay, then it is very difficult to apply a principle of that sort to matters on either the Chancery or common law side, or in arbitration, or in bankruptcy, or winding-up proceedings, where it may be unreasonable to say that the solicitor is to have no remedy for his costs, or to any part of them, until the matter in question has been concluded.' And the question remained in this state until May of the present year, when *Underwood, Son & Piper v. Lewis*, L. R. (1894) 2 Q. B. 306, came up to the Court of Appeal. It was then decided that the old cases were still correct, so far, at any rate, as they relate to actions of a common law character. The contract of a solicitor who accepts a retainer in a common law action was declared to be an entire contract to conduct the case of the client until the completion of the action; and it was also held that he is not entitled, without good cause, to decline to act further in the action for him, and thereupon to sue for costs in respect of previous conduct of the client's case. Good cause is a matter for determination in each case, but refusal of a client to supply funds requisite for the carrying on of the action is good cause. 'A solicitor,' said Lord Esher, 'cannot reasonably be expected to disburse out of his own pocket money which he may be unable to get back from his client or the other side, or which, at any rate, he may be kept out of for a long time.' But even if there be good cause for retiring, the solicitor must give the client a reasonable notice before he withdraws from the action. The result is that *In re Hall and Barker*, so far as it throws any doubt on this proposition, is overruled; though its application to a certain class of Chancery proceeding is by no means interfered with.—*Law Journal*, (London.)