Hutchison will at least have the satisfaction of knowing that he has made, though to his own detriment, a protest in favour of the honour and independence of his profession, which deserves the thanks of his brethren.

It is fortunately not necessary in this case for us to do more than to turn to our own reports to satisfy ourselves as to the legality or illegality of the alleged arrangement, for we find that the question has already been pronounced upon, incidentally it is true, but in unmistakable language, by no less an authority than the late Chief Justice Draper, whose dictum on such a matter is quite sufficient, we should suppose, to settle any possible doubt on the subject. In *Jarvis* v. *The Great Western R. W. Co.*, 8 C. P., it was held that as the costs of a suit are in all cases the money of the client, an attorney who receives from his client an annual salary in lieu of costs, is not entitled to tax, as against the other party to the suit, more than such items as he is entitled to tax against his client under his arrangement with the latter, which, in this case were disbursements only. The remarks in the judgment referred to, which are applicable to the question before us, are as follows : (Draper C. J., delivering the judgment of the Court) " If this case had depended merely on the question which was advanced and relied on when I granted the summons originally, viz., whether under the circumstances the defendants (the Company with whom the arrangement as to salary was made) were seeking unlawfully to realize a profit by the services of their attorney, I should have no difficulty in saying that the rule should be discharged." And again : " If what was suggested when the summons was originally moved, namely, that the defendants sought unlawfully to realize a profit out of the professional services of their attorney were true, I suppose the taxation would be prevented; for it would, in principle, amount to allowing suits to be carried on in the name of an attorney for the profit of an uncertificated person."

In that case "it was unequivocally asserted that though, as between the defendants and their attorney, he had been paid for these services, yet the costs which the plaintiff was liable to pay did not belong to the defendants." But in the case now drawn to our attention, the very vice that the Chief Justice speaks of, namely, the client making a profit out of the professional services of the attorney, is the very essence of the arrangement.

This high authority, therefore, pronounces such a bargain to be unlawful, or in other words, illegal, and if illegal, it must of course be unprofessional on the part of any professional man who is a party to it.

The conclusion would seem, therefore, to be obvious, that Mr. Hutchison took the only course open to him by declining to accept the proposed terms. We regret that another solicitor should have thought proper to accede to them. We trust the latter will, upon further consideration, see the matter in the same light as must, we believe, the great majority of those whose opinion is worth having.

THE LETELLIER DESPATCH.

We print below in full this important constitutional document, which will, probably, be known to posterity by the above title. Viewing it, not as a party men, but merely as loyal and patriotic Canadians, it is impossible to regard it with altogether unmixed feelings. Whether or not the Governor-General acted in strict accordance with constitutional usage in referring the matter to Downing Street, or