

not, without the consent of their client, who confided to their joint skill, dissolve their partnership and turn him over to one of them; though they might give him notice that they would not be any longer concerned for him, and have their bill to that time settled. See notes p. 190, 13 R.R.

If a firm of solicitors is retained and one dies, the retainer continues to the surviving partner or partners: *Alchin v. Buffalo Ry. Co.*, 2 Chy. Ch. 45. But the mere successor in business of a deceased solicitor cannot be treated as a solicitor in the cause without a new appointment: *Collins v. Arnold*, 1 B.C.R. 217.

V. Retainer constitutes an entire contract.—The employment of a solicitor to conduct or defend an action constitutes an entire contract; and a solicitor who withdraws before its termination cannot sue for the costs he has incurred, unless his withdrawal was for good reason and upon reasonable notice: *Underwood v. Lewis*, 1894, 2 Q.B. 306.

In *Harris v. Osbourn*, 2 C. & M. 629, Lord Lyndhurst says: "I consider that when an attorney is retained to prosecute or defend a cause, he enters into a special contract to carry it on to its termination;" and Baron Parke in *Whitehead v. Lord*, 7 Ex. 691, says: "The rule was correctly laid down in *Harris v. Osbourn* that an attorney under a retainer to conduct a suit undertakes to conduct the suit to its final termination, and he cannot sue for his bill until that time has arrived."

This rule was modified, if not somewhat impaired, by the decision of Jessel, M.R., in *In re Hall & Barker*, 9 Ch. D. 538, where he says: "I cannot see any reason for assuming that a solicitor undertaking a business of this complicated nature, such as the administration, whether of a dead man's estate or an insolvent man's estate, which may give rise to a score of suits, and may occupy a score of years, before it is finally wound up, should be held to do a single and entire thing, and not be entitled to be paid any remuneration until the single and entire thing is done. I think it is reasonable that a solicitor should not be held to have entered into such a contract." And further on he says: "The transaction amounts to this in my opinion. We have done so much work; there is a convenient break in the business, up to which time we have made up our bill of costs; please pay us up to that time, and