

Correspondence

PROFESSIONAL ETHICS.

Editor, CANADA LAW JOURNAL:

DEAR SIR,—I would like to elicit the views of your Journal, or of some of its able contributors, upon a matter of professional ethics. Suppose a person consults a solicitor in respect of an alleged wrong, and the solicitor writes to the person complained of asking redress, and obtains an offer of compensation, which is communicated to the client, but, being deemed by him insufficient, is refused, although its acceptance is advised by the solicitor.

The complainant then consults another solicitor, who writes to the alleged wrong-doer asking a settlement, threatening action, and, failing settlement, asking the name of his solicitor authorized to accept service of process on his behalf. The first mentioned solicitor writes in reply that he is authorized to accept such service. The question is, can a solicitor, having been consulted by and having advised and acted for one party as mentioned, afterwards properly accept a retainer from and act for the other party? In other words, to put it generally, is there any circumstance or combination of circumstances, that can justify a lawyer, who has acted for a client in a litigation or threatened litigation, in subsequently acting for the other side?

Yours truly,

A. B.

[Conduct, such as is spoken of in the above letter is most reprehensible. The solicitor first consulted had no business whatever to act for the other party. Speaking generally, there are no circumstances or combination of circumstances that could justify a lawyer who has acted for one client in litigation or threatened litigation in subsequently acting for the other side. If such conduct were brought to the attention of the Law Society a solicitor acting in the manner complained of would doubtless be properly disciplined.—Ed. C.L.J.]