*Hilton* v. *Woods*, 4 Eq. 432, the plaintiff was not aware that he was the owner of certain coal mines until his solicitor informed him of it. An agreement was then made between the plaintiff and the solicitor that in consideration of the solicitor guaranteeing the plaintiff against costs the solicitor should have a portion of the property. The defendant claimed that the bill should be dismissed, but Malins, V. C., said in giving judgment, "I have carefully examined all the authorities which were referred to in support of the argument (as to dismissing the bill), and they clearly establish that wherever the right of the plaintiff in respect of which he sues is derived under a title founded on champerty or maintenance, his suit will on that account necessarily fail. But no authority was cited, nor have I met with any which goes the length of deciding that when a plaintiff has an original and good title to property, he becomes disqualified to sue for it by having entered into an improper bargain with his solicitor as to the mode of remunerating him for his professional services in the suit or otherwise. . . . If Mr. Wright had been the plaintiff suing by virtue of a title derived under that contract it would have been my duty to dismiss the bill. . . . In this case the plaintiff comes forward to assert his title to property which was vested in him long before he entered into an improper bargain with Mr. Wright, and I cannot, therefore, hold him disqualified to sustain the suit." And he refused to dismiss the bill, but he also refused the plaintiff his costs, though granting a decree in his favour. But it would seem that if in such a case the action failed, the defendant would have had a good cause of action against the solicitor for maintenance, *Harris* v. *Briscoe*, supra. Thus when a member of parliament induced, under a promise of indemnity against costs, a man of straw to prosecute an action against another member of parliament for penalties for sitting and voting without having duly taken the required oaths, which action failed, it was held that was unlawful maintenance, and the member of parliament who had instigated the proceedings was held liable for all costs incurred by the defendant in the action: *Bradlaugh* v. *Newdegate*, 11 Q.B.D. 1.

As it is unlawful, generally speaking, to assist another directly with money to carry on or defend litigation, in which one is not concerned, it is also unlawful to do so indirectly by buying or taking an assignment of a bare right to litigate. Although a mere right of entry may be sold and conveyed under the statute already referred to, yet ever since that statute it has been held that the purchase of an estate for the purpose of setting aside a previous agreement affecting the property on the ground of fraud, partakes of the nature of champerty, and will not be enforced: *De Hoghton* v. *Money*, 1 Eq. 154; 2 Ch. 164; and see *Hovey* v. *Hobson*, 51 Me. 62; *Little* v. *Hawkins*, 19 Gr. 267; *Wigle* v. *Setterington*, 19 Gr. 512; *Muchall* v. *Banks*, 10 Gr. 25; *Prosser* v. *Edwards*, 1 Y. & C. (Ex.) 481. But when a party, having obtained an assignment of a judgment against a mortgagor, thereupon brought an action against the mortgagee, who had sold under the power of sale, to compel him to account for the surplus moneys left in his hands after such sale, it was held that the plaintiff was entitled to sue, and that the assignment was not in contravention of the law respecting champerty and maintenance: *Harper* v. *Culbert*, 5 O.R. 152. But where a creditor of a