century. For instance, in *Cresswell* v. *Byron*, 14 Ves. 271, Lord Eldon is reported to have said, 'The Court of Common Pleas, when I was there, held that an attorney, having quitted his client before trial, could not bring an action for his bill.' Some later authorities seem to point the other way, though the attempt to found an argument upon them was never really successful; such cases are *Harris* v. *Osborne*, 3 Law J. Rep. Exch. 182; 2 C. & M. 629; *Vansandau* v. *Browne*, 2 Law J. Rep. C. P. 34; 9 Bing. 402. In the first of these it was settled only that the contract between attorney and client was to carry on the suit to its termination, determinable by the attorney on reasonable notice only; this somewhat differs from the proposition that, provided he give reasonable notice, he may abandon the client without reasonable ground. So far the law seems to have been clear, but the late Master of the Rolls, in the case of *In re Hall and Barker*, 47 Law J. Rep. Chanc. 621; L. R. 9 Chanc. Div. 538, did something to unsettle the law, and to make it possible to suggest that the former rule no longer held good. The headnote to that case is as follows: 'The old rule of common law that the retainer of a solicitor for a particular business is a retainer for the purpose of carrying through that business to a conclusion, and that until that conclusion he has no right of action against his client, is founded on the principle of entirety of contract, and is not to be extended to the case where a solicitor undertakes a business of a complicated nature—*e.g.* the administration of an estate; in such case the solicitor's bill of costs for carrying such business through is not necessarily to be treated as one bill.' But it is the terms of the judgment which throw doubt upon the correctness of the old decision as applied to modern litigation.

A case of considerable importance in this connection came before the tribunals last year—viz. *In re Romer and Haslam*, 62 Law J. Rep. Q. B. 610; L. R. (1893) 2 Q. B. 286. The exact point now being dealt with was not raised, but in the course of his judgment Lord Esher said: 'If a solicitor undertakes to carry through a particular legal transaction, the law says he cannot send in to his client a final bill until the transaction is completed. I take it that that principle of law has been acted upon, and is the same in Courts both of law and equity; but in the Courts of equity, where the transaction was such that it could be divided into several stages, the Court treated certain stages in the suit as completed, although the whole suit had