

## EDITORIAL NOTES—PROFESSIONAL ETHICS.

however, that the cost of repairing the roof alone would not have exceeded £10, and the plaintiff eventually limited his claim to that amount. His Honour, relying on the case of *Williams v. Williams*, L. R. 9 C. P. 639, decided that, even assuming that there had been a breach of covenant, the plaintiff could only recover nominal damages, because, in consequence of the repairs having been executed, although by the plaintiff himself, there was at the time when the action was brought no longer any injury to the reversion, which is the measure of damages in such cases. And on the remaining question, viz., as to whether or not there had been any breach of the defendant's covenants, His Honour decided there had not, and in support of his decision cited the case of *Gutteridge v. Mayard*, 7 C. & P., 129, in which Lord Chief-Justice Tindal held that "when an old house is demised with a covenant to repair it is not meant that the house is to be restored in an improved state, or that the consequences of the elements should be averted, but the tenant has only the duty of keeping the house in the same state in which it was at the time of the demise." The verdict was entered for the defendant with costs.

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**PROFESSIONAL ETHICS.**


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WE have been requested, by a letter which appears in another place, to give our opinion upon a question of considerable importance to the profession. It appears that a Mr. Hutchison was, for some time, the solicitor of the London Loan Company of Canada, receiving fees for his services in the usual way. The Company, subsequently, determined to make a change in the mode of remunerating their solicitor, and passed a resolution to the effect that he should thenceforth be paid by salary in lieu of fees ;

that the salary should be his remuneration in full for all services including conveyancing, including defective titles, collections and other suits, etc. ; and that the fees chargeable for such services should be received *by the Company for its own use*. Mr. Hutchison, on being notified of this change, stated that he could be no party to such an arrangement, and Mr. McNab, another solicitor, residing in the same city, was appointed in his place, the latter accepting the position on the terms proposed.

Mr. Hutchison's reasons for refusing these terms were, as appears from a printed circular addressed by him to the shareholders, because he considered the arrangement "illegal and unprofessional, and, at the same time, detrimental to the interests of the Company." As to the latter proposition, neither we nor our readers are particularly concerned. If, however, the former be correct, namely, that the bargain is illegal, it is quite possible that many shareholders may decline to risk their money in a company managed by directors who do illegal acts with their eyes open. This, however, is for them to consider and not for us to enlarge upon.

If a legal journal, which assumes to be the mouthpiece of an honourable profession, has one duty more than another to perform, it is to take notice of matters affecting the standing of its members, and we have not failed, when circumstances required it, fearlessly to state our conviction, and we now feel called upon to do so in the case presented to us.

We regret that this matter necessarily assumes the form of an enquiry, not so much as to whether Mr. Hutchison could honourably have done otherwise than he did, but whether the solicitor, who accepted the position refused by the former, acted illegally or unprofessionally in so doing. If he has so acted, Mr.