to proof that the accused is guilty of the offence charged. Further than this he ought not to go."

(7) "He should not acquire by purchase or otherwise any interest in the subject matter of the litigation being conducted by him. He should act for his client only and having once acted for him he should not act against him in the same matter or in any other matter related thereto, and he should scrupulously guard and not divulge his client's secrets or confidences."

This canon is in direct conflict with section 73 of the Manitoba Law Society Act. In England [1] and in every other province a champertous agreement between a lawyer and his client is not only unenforceable but is an indictable offence. In two provinces, Alberta and Ontario, a barrister upon call is required to take an oath amongst other things "not to be guilty of champerty or maintenance."

It sometimes happens that what is legally right is ethically wrong and although the Manitoba statute permits a lawyer to bargain for an interest in the subject matter of the litigation, if the tendency of such a bargain is to degrade an honorable profession it should be reprobated. An interest in the subject matter reduces the lawyer from the position of the litigant's advocate to that of his partner, subjects him to all the temptations which beset a party, and not infrequently leads to unhappy conflicts between them when it comes to a question of settlement. The right to bargain for such an interest encourages that maladorous species the "ambulance chaser."

I am sure no member of the profession wants to see repeated in Canada a scene such as followed the mine explosion at Coal Creek, Tennessee, some years ago by which hundreds of men were killed, when numerous lawyers hastened to the place and as stated in *Ingersoll* v. *Coal Creek*, 98 S.W.R. 178, "entered actively into the competition for business," openly soliciting bereaved widows to entrust them with the right to bring suits for damages for a share of the proceeds. The report says that 190 damage actions were in this way started. The attorneys for the defendant attempted by negotiations with the plaintiffs' attorneys to effect a compromise but the latter no doubt to some extent influenced by their interest in the actions refused the amount offered. The defendant's attorneys then adopted the unethical course of going behind their back and making the offer direct to the plaintiffs, who accepted it and the enterprising attorneys got nothing.

What in the United States are known as contingent fee contracts and in England speculative actions, not involving a stipulation for an interest in the subject matter but in which the solicitor's right to payment hinges upon results have received countenance in both countries. In a speculative action for personal injury before Mr. Justice Darling in which the defendant obtained a verdict, he ordered the plaintiff's

(1) 1 Hals. 51; in re Solicitors, [1912] 1 K.B. 302.