

"If you consider yourself bound by this opinion I must of course submit, but I respectfully protest, on behalf of my clients, that they ought not, upon unexplained and technical grounds, to lose the benefit of a retainer which has been given and accepted in good faith. I have always understood that the relations between counsel and client were founded, not upon any law of contract, but upon an honourable understanding, and that the etiquette of the Bar, which, I presume, regulates the practice as to retainers, was designed only to protect counsel from conduct unbecoming gentlemen. If I am right in this, I venture to submit that the retainer which was given in the case by my firm forms an honourable understanding which cannot be upset by the offer of a retainer which is substantially that of another committee, who have already requested you in vain to lend them the support of your name. If my retainer is to be upset on account of any peculiarity in its wording, then in the name of the profession I protest against the introduction or the maintenance of unpublished technical rules upon a subject in which they are unnecessary, and for which they are unfitted. If my retainer is to be upset on the ground that such a body as the Jamaica Committee is unable in any form to retain counsel, then in the name of the general public I protest against a doctrine which rests upon no intelligible grounds, which if enforced universally would practically outlaw vast numbers of associations formed to promote the best interests of society, and which is in fact violated by the every day practice of the leaders of the profession.

"I am, dear Sir, yours faithfully,
"WILLIAM SHAEN."

Mr. Coleridge replied as follows:—

"The Athenæum, Nov. 12.

"Dear Sir,—I regret the decision at which the Attorney-General has arrived, but you will remember I told you some time ago that, whatever his decision, I should feel myself bound by it, whether I agreed with it or not. I must adhere to that determination. I cannot set myself against the authority of the head of the Bar in a matter as to which he is the recognized judge. I hope you will see, as plainly

as I do, that it is really of extremely little consequence.

"Believe me to be your faithful servant,
"J. D. COLERIDGE.
"Messrs. Shaen and Roscoe."

LEGAL EXPENSES IN ENGLAND.

To the Editor of the LOWER CANADA LAW JOURNAL.

Sir,—I enclose you, 1st, a communication to the *Times*, showing the cost in England of distributing a small sum of money among claimants. In Lower Canada the same distribution would cost less than half the "Fees of taxation of costs" stated in this communication.

I also enclose a Law Report from the same paper, Knight v. Wheeler.

From this you will see that, besides two sets of Solicitors, four eminent Counsel are engaged towards settlement of a disputed account of twenty-two pounds odd. The costs on both sides in that case, I am assured, would amount to upwards of a hundred and fifty pounds. In Lower Canada such a case would be disposed of at costs, on both sides, after full contestation, of forty dollars.

To the Editor of the *Times*.

Sir,—As you inserted a letter in *The Times* of this date, relating to an estate in bankruptcy, I shall be glad if you can find space for the subjoined statement, as such an example of the mode of realizing estates under our present laws in Chancery will, I also think, be of service to the public, by calling the attention of the legal authorities to the subject.

Statement of the accounts, showing the result of a Chancery suit just concluded:—

Receipts.	
Proceeds of the sale of real estate and investments of the dividends by the Accountant-General in Chancery.....	£717 3 10

Payments.	
Plaintiff's solicitor's costs.....	£449 14 2
Defendant's solicitor's costs.....	234 8 4
	—————£684 2 6
Fees of taxation of costs.....	18 5 0
	—————702 7 6
Leaving a balance of.....	£14 16 4

I remain, Sir, yours obediently,
Canonbury, Islington, Dec. 11. J. A.