

to which the respondent MacMahon was entitled was such that it was possible, and indeed, in view of the state of her health, probable, that she would never become absolutely entitled to anything. What it was in the contemplation of the parties to effect by the employment of the appellant was the making of an agreement with D'Arcy MacMahon, another beneficiary under the will, by which a present division of the estate between him and the respondent MacMahon might be brought about; and it was thought—whether rightly or not, it is unnecessary to consider—that if the two of them were to come to an agreement nothing would stand in the way of that object being accomplished. What the agreement provides for is, that, in the event of an agreement being come to which should result in the respondent MacMahon getting anything out of the estate, the appellant should be entitled to one-half of it for his services and any expenses he might have been put to, and that, if no agreement should be come to, or perhaps if after negotiation had so far progressed that the making of an agreement was in sight, D'Arcy MacMahon should die and the respondent MacMahon should become entitled under the terms of the will to the whole of the estate, the appellant should receive for his services and outlay one-fourth of the estate which should come to her.

It was not the case of the employment of an attorney to recover an estate which would involve his entering upon litigation, perhaps long and expensive, but an employment merely to endeavour to affect an agreement, of the character I have mentioned, with D'Arcy MacMahon, and possibly, if that became necessary, to bring a friendly action to protect the executor and trustee for giving effect to the agreement.

It might well have happened, and in fact did actually happen, that after the writing of a few letters it would be ascertained that no agreement could be come to with D'Arcy MacMahon; and all that, in the event of that happening, the appellant had to do, was to sit down and wait until his client or D'Arcy MacMahon died; when, if his client outlived D'Arcy MacMahon, the appellant would step into the enjoyment of one-fourth of the estate; or, if his client died first, he would get no compensation for his trouble in writing the letters and the small expenditures he might have incurred.

But, even if an agreement had been come to with D'Arcy MacMahon, the compensation for which the appellant stipulated was out of all proportion to any services it was at all likely that he would be called upon to render.

The respondent MacMahon was, no doubt, a bright, intelli-