

sale and the purchaser refused to carry out his agreement to purchase, and the two weeks elapsed without B. being able to carry out his option.

Held, that no actionable wrong was shewn on the part of the defendant, for that B.'s only right was that secured him by the option, the right to the performance of which on his payment of the amount specified therein was not interfered with, the agreement made by B. with his proposed purchaser being altogether foreign to the transaction.

W. S. Morphy, W. J. Hanna, and E. G. Graham, for various parties.

Boyd, C.]

RE SOLICITOR.

[June 20.

Solicitor—Contract with client—Share in fruits of litigation—Illegal bargain—Champerty—Refusal of solicitor to proceed unless a round sum paid.

The confidential relationship existing between a lawyer and his client forbids any bargain being made between them, whereby he is to draw a larger return out of the litigation than is sanctioned by the tariff and the practice of the Courts; and especially does the law forbid any agreement whereby the solicitor is to share in the proceeds of a litigated claim as compensation for his services, as being in contravention of the statute relating to champerty, and a violation of the oath of a barrister on his being called to the Bar; nor is it open to a solicitor, during the progress of a case to call upon his client to pay a round sum, or any sum (other than the costs) before he will go on with the action, such being a sort of stand and deliver outrage which the Court will not sanction or allow to stand when once attention is called to it.

A lawyer who was a barrister and solicitor was therefore held disentitled to enforce a bargain made with the client whereby he was to be paid 25 per cent. of the amount recovered on the action, and therefore unable to deduct the amount from the fruits of the judgment which he had received on behalf of the client; nor could he enforce payment of a sum of \$200 which the client had agreed to pay him by reason of his refusal to appear for his client on appeal taken by the other side from the judgment recovered for the client at the trial unless such amount were paid.

M. Wright, for appellant. *Middleton*, for solicitor.