Correspondence.

BARGAINS BETWEEN SOLICITORS AND CLIENTS AS TO COSTS.

To the Editor of the Law Journal:

Dear Sir,—In a recent number of the *Law Journal* (p. 554), you make brief reference to *Re Solicitor*, reported on p. 575. Permit me to offer a few observations.

The facts in this case were briefly as follows: A sailor named Ellis, sailing on a sailing vessel coming into Port Hope one night in rough weather, jumped on to the dock to make fast a cable, and in the dark ran into some barbed wire and lost an eye. Like most sailors, he was a poor man, and what little he had saved went to pay doctor's bills. He sought help from the Standard Ideal Co., by whom the wire had been placed on the dock; but no attention was paid to him. Then he consulted a solicitor living in Picton near his home. The solicitor went to the trouble of making enquiries which confirmed Ellis' story, and concluded that Ellis had good cause of action against the company. The solicitor wrote to the latter on Ellis' behalf, asking for reasonable compensation for his expenses and loss of eye; but no attention was paid to the letter. Thereupon the bargain reviewed by the learned Chancellor was entered into and an action for damages launched. I venture to think that the language used by him, if correctly reported in 10 O.W.R. 226, is unnecessarily harsh, so far as this particular case is concerned.

One feature of the case should not be overlooked. Every solicitor knows that in undertaking an action for a man of no means like Ellis he runs the risk of a settlement by his client behind his back. Indeed, a client of the Ellis class, too frequently, in fact usually, thinks it exceedingly clever to "beat" his lawyer. He is worthless; he pockets what the solicitor obtains for him by the stress of a writ, and laughs at him. If the solicitor attempts to get his costs out of the defendant, he has formidable difficulties to encounter; and usually may be thankful if he is not mulcted in costs: See *De Santis* v. *C. P. Ry. Co.*, not reported. Meantime, he has had to pay out considerable in disbursements, such as for examination for discovery without which he could hardly with safety go down to trial. In this case the company offered $1,000 and costs just before the trial came on. This sum Ellis was quite willing to accept, but the solicitor refused to take it as insufficient. The trial went on, and the jury brought in a verdict for $2,600 which was confirmed by a Divis-