A well-known compilation by a Bar Association of the highest rank both as to members and otherwise, has it "His," *i.e.*, the lawyer's, "appearance in Court should be deemed equivalent to an assertion on his honour that in his opinion his client's case is one proper for judicial determination." That I make bold to deny—while the lawyer may not bring into Court a dishonest claim, or set up a dishonest defence (because he is an honest man, and the law compels no man to dishonesty), the client is entitled to the services of his lawyer to enforce any claim or defence which is not dishonest; the client is entitled to the full and candid opinion of his lawyer, but when that is given he is entitled to have his case put to the Court whatever may be the lawyer's opinion on the law. Neither Court nor client is at all concerned with the opinion of counsel—the client demands, the Court enforces the law, as it is found to be—that is the duty of the Court, the right of the client. Counsel makes no assertion by implication of his own opinion when he argues the case of his client, and it would be unjust and improper to consider that counsel when arguing is representing that there was in his opinion doubt as to the law.[7]

It may be said that I have misconceived the meaning of the rule which I am discussing—if so and if the rule means simply that counsel in arguing a case is giving it an assurance that his claim is an honest one, this indicates another danger arising from the language employed. The formulation of rules free from ambiguity unless they be expressed in the most general and therefore futile terms is of enormous difficulty; and not only *dolus latet in generalibus* but the dishonest lawyer's ingenuity will enable him to misconstrue language with some plausibility—and where all else fails he can plead misunderstanding.

Another example: The solicitor for a mortgagee demands $14.75 interest due—the mortgagor sends him a cheque for $14.50; the solicitor returns it and brings an action for foreclosure.[8] The Court and the profession are shocked—and probably such conduct would be strongly animadverted upon by the Code builders; but the conduct of the solicitor may have been wholly justifiable. The mortgagor may have been following a course of petty dishonesty—this may have been but the culmination of a long series of attempts to defraud his creditor out of small sums, and the action for foreclosure brought after warning of the effect of such conduct if continued; it may be that the mortgagee has been put to trouble and expense in getting his own, and that the action for foreclosure was in simple self-defence.

Circumstances are so different that what looks like oppression in the abstract case is plain dealing and good business in the concrete.