

courts. It is curious, however, to note how little, if any, advocacy of compromise appears in our legal literature. Occasionally a judge in wise and thoughtful language points out that an action should never have been brought to court; but of direct argument in favour of the subject there are to the ordinary reader on legal topics few, if any, traces. Such must exist, no doubt, but it is probably incidental to some other subject and, therefore, known only to those who may hit upon it by chance. In the various codes of legal ethics which have recently been the subject of discussion in the United States, this very subject has received but slight consideration and has not been insisted upon with the emphasis that one might wish to see: see Transactions American Bar Associations for 1907, pp. 61 and 676, et seq.

For the honour of his profession the writer does not think or imply that this silence on the subject has any sinister explanation or proceeds from motives of self-interest on the part of solicitors. Indeed, self-interest, even under our present absurd tariff of costs probably dictates compromise to the average lawyer. Clients are in the end better satisfied and better off. The returns in the form of fees are generally quicker and more certain and there is not, as in the case of litigation between persons of moderate or small means, the same quantity of work done, but never paid for, because there is no tariff for it, or because the costs are so out of proportion to the amount involved that one has not the "face" to charge full fees. Probably lawyers have no more persistent detractors than the unsuccessful or even the successful litigant who has been obliged to pay a bill for which he sees no adequate return. For this reason alone the lawyer acting for the average litigant of moderate or limited means (of whom the great body of clients consist) finds it greatly to his interest to settle. Therefore, not only duty, but self-interest persuades us that we ought to bring about some amicable solution; and, in illustration of this, the writer may be permitted to say that in 16 or 17 years it has only once been suggested to him in words that a settlement was undesirable because both clients were well-to-do and able to pay the costs of