other sums which he had advanced to Brown. His Honor did not think it equitable to confirm this judgment.

MONK, J., [also *diss.*] entirely concurred with Mr. Justice Tessier. If he understood the judgment of the majority of the Court, it went upon this ground—that Dorion had no right to take this transfer of the whole amount of the arrears under the judgment which he obtained in the case. There was no disguising the fact that the transaction bore rather an unusual appearance. But the bargain was made in good faith. There was no fraud proved. Was this agreement on the part of the appellant a legal fraud? There was no doubt that a lawyer under such circumstances might have taken a retainer for any amount. It came to be a question, then, whether a lawyer might take a transfer of the amount, or part of the amount, to be recovered by the suit. His Honor was not aware that there was any law against it. There was nothing to characterize it as a fraud. After the judgment Brown asked Dorion for $100 out of the money, and Dorion gave him that amount, stating, however, that he was in no way bound to do so. Brown at that time knew exactly how the matter stood.

SIR A. A. DORION, C.J. The case was no doubt of very great importance to the members of the bar, and in this view its importance was much greater than the amount of money at stake. The question was not whether a barrister practising before the Court could stipulate for a fee, however exorbitant, from his client. That was not the question at all. The question was whether a barrister can make an agreement with his client by which he is to share and divide the proceeds of the law suit which he undertakes to conduct. If a lawyer may do that, it may be said that nothing else was done here. It was admitted that the fee was enormous. Here was a pauper, 70 years of age, suing to get an annual life rent for his subsistence from his son. He gets a judgment for $16 a month, and his lawyer retains $566 for his services. But it was not a question of amount. The question was this: When the appellant undertook this suit, did he make a bargain with his client that he was to get half, or a third, or the whole of the arrears? This was what the majority of the Court found had been done, and it could not be allowed. The transfer was made on the 16th of September, 1875, and it covered $566, the whole amount of the arrears. Dorion said the promise was made to him by Brown before he consented to take up the case. The position of the lawyer was, therefore, that he was to get a share of what was recovered. Are lawyers to be permitted to make a bargain that they shall have a share of the proceeds of the suits which they carry on? If this Court said that could be done here, this would be the only country where it could be done. There was such an offence as maintenance, and parties even not lawyers might commit a misdemeanor in so doing. If lawyers may make such bargains, the law would become a mere matter of contract, and the profession would have to abandon all its privileges. In other countries lawyers would be disbarred for entering into such an agreement. At the time the respondent took the transfer to receive the amount of the arrears, the money was either actually in his hands, or so situated that he could get it at any moment. The Court did not decide that a lawyer could not stipulate for a fee; but it must be for a specific sum; it could not be a share dependent on the success of the suit. As to the $100 that had been paid to Brown at the time of the transfer, that had been deducted by the Court below. The transfer being a nullity, the appellant was bound to return the whole of the amount except that. What the Court below refused to deduct was the money which had been given to Brown in small sums. According to the appellant's statement, these sums were a gift to the old man. The Court would add to the judgment a reservation of appellant's recourse for these sums if he could establish them satisfactorily. As to the $100 which appellant said he paid his partner, Mr. Curran, to argue the case, that was a charge which the Court could not sanction.

RAMSAY, J. The principle involved in this case was extremely simple, yet of great importance to the bar. It was necessary to their existence as a bar that the rule should be rigorously maintained, that a contract the consideration of which was maintenance will not be sanctioned by this Court. The appellant, being examined as a witness, admitted that the consideration of the contract was