ance' is the genus. It is said to be a more odious form of maintenance but it is only a form or species of that offence. The gist of the offence both in 'maintenance' and 'champerty' is that the intermeddling is unlawful and in a suit which in no way belongs to the intermeddler."

Champerty and maintenance may still be committed, the offence has not been abolished. If a man (other than a solicitor) at his own costs brings an action in another's name, with that other's consent, or supplies, or agrees to supply, him with money to bring it on an agreement to share in the proceeds of the litigation that would be both maintenance and champerty. The bringing of a suit in the name of a person under disability by his next friend, however, is not maintenance, because that is a proceeding authorized by law and if a solicitor bring an action for his client at his own cost, that is not "maintenance": *Re Solicitors, Clark* v. *Lee*, 9 O.L.R. 708, but if he do so on an agreement to share the profits of the litigation that would be "champerty": *Re Solicitor* 14 O.L.R. 404, though perhaps not "maintenance," unless it be that the champertous agreement would make that "maintenance," which, without it, would not be so. And even though a client were to assign to his solicitor some aliquot part of a chose in action the subject of litigation instituted by the solicitor in his own name on his client's behalf, and at the solicitor's own costs, that would also appear to be, if not champertous, at all events, illegal, because of the peculiar relation of solicitor and client, which precludes the making of such bargains: *Re Solicitor*, 14 O.L.R. 464. A mere agreement to divide the proceeds of litigation with some other person does not of itself constitute "champerty;" there must also be a carrying on, or a furnishing or agreement to furnish funds to carry on, litigation in the name of another who alone is legally interested, on a promise of the fruits or part of the fruits of the litigation.

When the case of *Colville* v. *Small* was previously before the same learned judge on an interlocutory motion (see 22 O.L.R. p. 2), he referred to the language of Cozens-Hardy, L.J., in