advisable, and where it is dispensed with the solicitor runs the risk of having his authority to act disputed.

In *Allen* v. *Bone*, 4 Beav. 493, Lord Langdale, M.R., said: "It is the duty of a solicitor to obtain a written authority from his client before he commences a suit. If the circumstances are urgent, and he is obliged to commence proceedings without such authority, he should obtain it as soon afterwards as he can. An authority may however be implied where the client acquiesces in and adopts the proceedings; but if the solicitor's authority is disputed, it is for him to prove it, and if he has no written authority, and there is nothing but assertion against assertion, the court will treat him as unauthorized, and he must abide by the consequences of his neglect."

In *Tabbernor* v. *Tabbernor*, 2 Keen 679, the same judge said: "According to the strict practice, there ought to be a warrant in writing to authorize the solicitor to commence proceedings; it is sometimes, however, dispensed with at the peril of the solicitor; had the party here acquiesced, it would be another question."

And if the solicitor neglects the precaution of obtaining written evidence of his authority, and the parol evidence is conflicting, the court will give weight to the denial of the client as against the solicitor: *In re Eccles and Carroll*, 1 Chy. Ch. 263. *Scribner* v. *Parcells*, 20 O.R. 554.

The rule only applies where it is simply oath against oath. Where there is other evidence, direct or circumstantial, in support of the solicitor, there is no rule that prevents the court from acting on the testimony so supported. And the rule does not extend to facts arising after the retainer and during the progress of the litigation: *Re Kerr, Akers & Bull*, 29 Gr. 188.

Where a solicitor brings an action without a proper retainer he may (and usually will) be ordered to pay the defendant's costs between party and party, and the costs of the plaintiff between solicitor and client: *Scribner* v. *Parcells*, supra. Even if he acted bona fide, under the belief that the person instructing him had authority to instruct him: *Geilinger* v. *Gibbs*, 66 L.J. Chy. 230.

Where the defendant's father employed an attorney to defend an action brought against his son, and the son knew of the retainer and did not disapprove of it, he was held to be bound by the acts of the attorney in the same way as if he had himself employed