But admit that their relation when making the contract is not that of attorney and client, then they are negotiating for a special partnership, the one is selling and the other is purchasing an interest in a chose in action or in property to be claimed. The purchase is made, it does not matter whether with money or with promised service. When, then, does this special partnership cease, and when does the relation of attorney and client begin? Do they not hold both relations? And should not they both be the parties to the record? If the attorney did not act as such when he purchased his interest, he is like any other purchaser, and, while at common law he could not be a party plaintiff, not having a legal interest, in equity and under the code he should be joined as one of the real parties in interest. He is "united in interest" with his so-called client, and should at least share the odium of pursuing a perhaps disreputable claim. One comes into court exonerated from any personal responsibility; he is not responsible for the tricks of his client, he stands upon a high plane and looks an honest judge and honest lawyers in the face, as though he were like them; he is employed only to see that the legal rights of his client are protected. The client may be dishonest, he knows not, but he, his counsel, will be governed, in conducting the case, by all the rules that regulate the conduct of honorable members of the bar; and he is permitted to hold this representative relation undefiled by the nature of the claim, when in fact he is but a partner in his client's iniquity. If our old wholesome laws against champerty are not to be enforced, at least let courts obey the Practice Act, and compel the partner to place his name upon the record as such.

If we are led to condemn the practice of taking contingent or speculative fees, it does not follow that it is necessarily morally wrong under all circumstances. We have nothing, in this connection, to do with the law bearing upon the subject. Contracts for such fees may or may not be enforced by the courts, and they will be held to be obligatory, or contrary to public policy, without much regard to the circumstances under which they are made. But, in *foro conscientiæ*, the circumstances and the terms of the contract have much to do with its character. One has a meritorious claim and little or no other property; if he recovers he can afford to pay a liberal fee, if he fails, it would be impossible or difficult to pay anything. He asks his counsel to accept a liberal sum, something more than an ordinary fee, if the claim be recovered, upon condition that nothing, or a very small fee, be charged upon failure. Now, the evils arising from these contracts may be so great as to require that even this arrangement be condemned, not as wrong in itself, but as countenancing that from which great evils arise. But unconnected with the general influence of the practice, it would seem that this would be an innocent arrangement, provided its terms were fair and reasonable, and provided the proceeding was not set on foot by the attorney. But under cover of a willingness to aid the claimant at the risk of receiving no compensation, it will not do to oppress him on account of his poverty, by a charge, contingent though it be, largely in excess of the value of the service. Many, perhaps most, at once become equal partners with their client, and for professional aid alone, contract for half of the proceeds of the suit. There may