

Motion by a client for an order requiring the solicitor to deliver a bill and to account for certain moneys received by him from the client, and in the alternative, if it should be held that the solicitor made an agreement respecting payment for his services, the motion to be for an order re-opening the agreement and directing the delivery of a bill and for taxation.

The motion was originally made before the Master in Chambers, and was enlarged by him before a Judge in Chambers, 21 O. W. R. 948, and upon the return of the motion before HON. MR. JUSTICE MIDDLETON, it was agreed by counsel that the motion should be dealt with either as a motion in Court or Chambers, if this made any difference.

Falconbridge, for the client, Canale Demetrio.

Arnoldi, K.C., for the solicitor.

HON. MR. JUSTICE MIDDLETON:—This case, as far as I know, is the first application in which the provisions of the statute 9 Edw. VII., ch. 28, sec. 22, et seq., are required.

Before this statute, known as the Law Reform Act, 1909, it was incompetent for a solicitor to make a bargain with his client for remuneration upon any other or higher scale than that allowed by law. Charges made by solicitors for services rendered by them were subject to review by the Court, and any attempt to obtain more than the law permitted was most sternly dealt with. See, for example, *Re Solicitor*, 14 O. L. R. 464.

This statute has introduced a new era. It permits an agreement in writing between the solicitor and the client respecting the amount and the manner of payment for either past or future services; and this agreement may be either for the payment of a salary, a lump sum, or a percentage; but the agreement as to percentage is permitted only in non-contentious and conveyancing business, so that champertous bargains are not yet sanctioned.

In this case Canale Demetrio, who describes himself euphemistically as a labourer and as having a very imperfect knowledge of the English language, had apparently likewise a very imperfect knowledge of Canadian law; as on the 7th October, 1911, the police magistrate at Porcupine found, upon evidence, that the Nugett Saloon—of which Demetrio