

mere dictum, and not necessary to the decision of the point involved in the case at bar. And Davey, L.J., referring to this, adds to his judgment: "I only desire to say I express no opinion as to the effect of the death or illness of the solicitor." There is some comfort to the solicitor to know that in case of his death, although he may not be paid for work he has done on unfinished actions, he will not be liable to his client in damages for dying at such an inconvenient time.

This brings us to the question, what will justify a solicitor in refusing to proceed in the action after reasonable notice? Or, as the Master of the Rolls puts it in the case I have just quoted from: "What are the exceptions which judges have added to Lord Eldon's rule?" and he answers: "One of them is this: since a solicitor cannot reasonably be asked to pay disbursements out of his own pocket, the contract implies a provision that he may withdraw if his client refuses to supply him, because every person of sense would come to the conclusion that the parties had contracted with the knowledge of such implication."

In *Steele v. Scott*, 2 Hogan, 141, it was held that where a client by his conduct makes it impossible for his solicitor to continue longer with him, the solicitor is justified in refusing to continue the proceedings. It is not stated what the conduct of the client was, but apparently it consisted of imputations cast upon the character or conduct of the solicitor. The Master of the Rolls considered that the client had substantially discharged the solicitor.

The death of the client, as it terminates the solicitor's retainer, enables the solicitor to recover his costs before the action is terminated: *Whithead v. Lord*, 7 Exch. 691. So also for other reasonable causes, as a dissolution of partnership, or his retirement from business, or the insolvency of his client, the attorney may throw up his employment, and may recover his costs for what he has done: *Pulling*, 327. But a solicitor cannot refuse to proceed on the ground of non-payment of disbursements if he has undertaken the action on the understanding that the plaintiff has no money to pay costs: *Harrington v. Binns*, 3 F. & F. 942.

What is reasonable notice must necessarily depend largely on the facts of each case. I have found only two cases where the point has been discussed. In *Wadsworth v. Marshall*, 2 Cr. & J. 665, the court refuses to compel an attorney, even after notice of trial, to carry the cause to court, unless the client supplied him with