for compensation are sustained in most of the States of the Union. Our Tariff rates apply to the services of advocates and attorneys as taxable against the losing party. Costs are generally given to the victorious party against the losing party by distraction. But apart from the Tariff, there is no means of fixing the value of services rendered by an attorney to his client. Of course we all know that it is usual for a lawyer to tell his client, when asked to undertake a case, this is a case of considerable difficulty, and you must pay an additional amount, and the money is paid down at once, and does not go into the account between the parties. Even at a subsequent period if more be required, a refresher may be asked. But in this case, it will be remembered that the services of Mr. Burroughs commenced only with the *enquête*; he took the case through the *enquête*, and through the Court of Appeals. In his statement of particulars, the amount charged rests upon the number of witnesses examined, the length of the *enquête*, and finally the appeal. All these are matters that would be appreciable by the record itself.. The record has not been produced in the case, and we have only the testimony of three professional gentlemen, who having heard stated the number of days the *enquête* lasted, gave their opinion that £150 was a very reasonable charge. But can testimony of this kind, however respectable, support an action of *assumpsit*? Then we come to the question of the receipts. These receipts were produced by the defendant to show the actual amount of money paid by him to his attorney; and in these receipts the attorney has taken the precaution to say that they are on account of retainer. It is admitted of record that the defendant was an ignorant man who could not read, and was only able to sign his name. He was ignorant also of the nature of the consideration received for the money paid; for it appears that the plaintiff refused to give an explanation of the word retainer, or *retenu*, although his client expressly requested him to do so. Many of the receipts are in English, and the evidence of the defendant upon this subject strongly supports the objection arising from the receipts themselves. Under these circumstances, the receipts are obnoxious to the objection of being a surprise upon his client, and they can only stand as receipts for money paid. Even if the right of action for a retainer could be maintained, the proof to support the action in this case is wanting. The plaintiff's action therefore must be dismissed.

MONDELET, J., concurred in dismissing the action. He did not deny the right of action, but he thought the proof was not sufficient. The receipts did not constitute a *commencement de preuve.*

DUVAL, C. J. I distinctly recognize the right of action of counsel to recover their fees. We have nothing to do with English law in this case; we have to do with the law of France, and in France the Courts never interfered. When an advocate thought he had a right to complain, he brought his case before the corporation of advocates, and if they thought it was a case in which an action should be brought, then the action was brought in the name of one of their own body. The right of action has also been recognized in Lower Canada; I remember two cases* at Quebec, and, for my part, I never entertained a doubt on the subject. But we are told that the English law denies the right of action. Let us see how the English law stands: the counsel takes care to get his fee in advance from the attorney, and then the attorney brings his action for so much money paid to the counsel, and succeeds. Instead of the barrister claiming it as a fee, which is considered *infra dig.*, the attorney claims it as so much money disbursed to the counsel. This is better to the English advocate than a right of action.—Distinctly recognizing this right of action, as I do, we come to the consideration of the present case. The plaintiff here appears as attorney *ad litem*, as well as counsel. He has made his contract with his client as attorney *ad litem*, and the Court cannot go beyond that contract, in his capacity as attorney. But he says, I had another capacity, I acted as his counsel. To this I answer that if you were not satisfied with what the tariff allowed you as attorney, it was your duty to tell your client that this was a difficult case,

* Not reported.