of the existence of a champertous agreement between the plaintiff and his solicitor: *Hilton* v. *Woods*, 4 Eq. 432. Where, however, it appears that the plaintiff's right is derived under a champertous agreement, it will, as we have already seen, be held invalid, and the Courts will refuse to give effect to the right of the plaintiff so derived as against the defendant in the action: *Muchall* v. *Banks*, 10 Gr. 25; *Little* v. *Hawkins*, 19 Gr. 267; *Wigle* v. *Setterington*, Ib. 512; *Hilton* v. *Woods*, 4 Eq. 432; *Re Cannon, Oates* v. *Cannon*, 13 O.R. 70; and will also refuse to enforce any such champertous agreement as between the parties to the agreement: *Kerr* v. *Brunton*, 24 U.C.Q.B. 390; *Carr* v. *Tannahill*, 30 U.C.Q.B. 217; *Hutley* v. *Hutley*, L.R., 8 Q.B. 112. A solicitor who procured money from his client for the purpose of corruptly influencing a jury before whom the client was to be tried for a criminal offence, which, as we have seen, constitutes that species of maintenance called embracery, was struck off the rolls: *Re Titus*, 5 O.R., 87.

Owing to the secret nature of agreements for maintenance, it is generally somewhat difficult for the party injured to get at the facts on which his right of action depends, because even if he recovers judgment for costs in the action unlawfully maintained, it is not open to him to bring the execution debtor up for examination: *Majors* v. *Kendrick*, 9 P.R. 363; *Fiskin* v. *Troutman*, C.P.D., 20th June, '89 (not reported), *sed vide Re Irwin*, 12 P.R. 297; but where it is suspected that unlawful maintenance has been practised, it would seem an action could be brought against the suspected maintainer, in which the plaintiff in the original action might either be made a co-defendant for the purpose of discovery, see *Wallis* v. *Duke of Portland*, 3 Ves. 492, or he might, perhaps, without being made a defendant, upon an interlocutory application, be ordered to attend to be examined for discovery: *McMaster* v. *Mason*, 12 P.R. 278; *Smith* v. *Clarke*, 12 P.R. 217; *Turner* v. *Kyle*, 18 C.L.J. 403; *Hendrie* v. *Neelon*, 2 C.L.T. 599; *Megaw* v. *McDiarmid*, 10 L.R. Ir. 376: Rule 566. It is not, however, without doubt that the latter course can be adopted, as it has been held in England that the attendance of a third party for examination or to produce documents can only be ordered for the purpose of a particular motion or proceeding: *Central News Co.* v. *Eastern Telegraph Co.*, 76 L.T.Jor. 242; and see *Rosenheim* v. *Silliman*, 11 P.R. 7.

Where the action unlawfully maintained has succeeded, it does not appear that the defendant in the action could recover substantial damages against the unlawful maintainer, as it would be a case of *damnum absque injuria*.