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AGREEMENTS BETWEEN SOLICITORS AND CLIENTS AS TO COSTS.

In a recent case in which a solicitor was concerned the Chancellor of Ontario reprobated, in strong terms, an agreement made by the solicitor with his client to the effect that the latter would prosecute an action for personal injury to the client on the terms that the solicitor should receive, over and above his taxable costs, a sum equal to twenty-five per cent. of the amount recovered, and also a further sum of $200, for which the solicitor stipulated, as a condition of arguing an appeal from the judgment pronounced at the trial of the action. The first part of the agreement was held to savour of champerty and the second was characterized as a "stand and deliver outrage" which could not be tolerated.

The definition of champerty in the old statute of Edw. I., now embodied in R.S.O. vol. 3, c. 327, is as follows: "Champertors be they that move pleas and suits, or cause to be moved, either by their own procurement, or by others, and sue them at their proper costs, for to have part of the land in variance, or part of the gains," and the statute makes void all champertous agreements.

This definition seems to import that the champertor must move (i.e. promote) the suit. Does it apply to the case of a client who comes to a solicitor with his suit? Clearly not, otherwise it is hard to conceive that any litigation could be lawful, unless the costs were prepaid. In every suit that is brought, the solicitor hopes to have part of "the gains," if that word includes the costs. But probably "the gains" is intended to refer to the subject of the litigation irrespective of costs; and even if so, in many cases the solicitor has to look to those