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ADVOCATE AND CLIENT.

The case of *Larue & Loranger*, noted in the present issue, brought before the Court of Appeal a question of considerable interest to the profession, which was discussed twenty-two years ago in *Devlin* v. *Tumblety* (2 L.C.J. 182), and subsequently in *Grimard & Burroughs*, 11 L.C.J. 275. The case of *Larue & Loranger* is much like the first of those above mentioned, because the client distinctly admitted that, being well aware that his case made unusual demands upon the time and attention of his counsel, he had promised him something extra by way of indemnity. By this *quelque chose*, it appeared, he had understood a sum of only $50. His counsel, when he came to settle with him, asked $200, and proved that the services were well worth that sum. The question was whether under a vague promise to pay "quelque chose" proof of *quantum meruit* was admissible. Judge Mackay, in the Superior Court, held the negative, but thought he might allow the $50 which the client appeared to have admitted. In Review, the majority of the Court considered that they might go further than this, and allow the proved value of the services, which was fully equal to the $200 asked. The Court of Appeal, however, has restored the original judgment, which was also concurred in by Judge Torrance, who differed from the majority in Review.

The principle of *Devlin* v. *Tumblety* has, therefore, been sanctioned by the Court of Appeal. In that case the client admitted an indebtedness of $200, and judgment went in accordance with his admission. Judge Day laid down the rule, which is now formally sustained by the authority of the Court of Appeal: "Advocates must take their choice of two courses, either to trust entirely to the honor and liberality of their clients to do them justice for their high and confidential services, or to make an arrangement beforehand, and say, I cannot undertake your case unless I receive such a fee. The latter is the safe plan: no mistake can arise from it." The same learned Judge made some appropriate observations upon the difficulty of assigning a value to intellectual services. "The instances of France and England," he said, "are mentioned to show how much the difficulty has been felt of placing a money value on such an intangible and variable commodity as intellectual labor. There is no ascertaining it with any approach to precision. The circumstances under which the labor is performed will modify or increase its value to an immeasurable extent. A lawyer of great reputation might give advice for which he would make such a charge as his position in the profession warranted, and yet which might be unsound and be the means of bringing great loss upon his client. On the other hand, a lawyer of inferior standing might give the most able advice, and yet not feel justified in making more than a comparatively moderate charge. In such cases it would be impossible to name a rate of fees." Some of the remarks imputed to Judge Day would seem to support an action for services capable of being definitely valued, but the judgment went no further than to allow the sum at which the client himself estimated the services rendered.

INTEREST ON MONEY UNDULY RECEIVED.

Article 1047 of our Civil Code is not explicit as to a case which has arisen very frequently of late in the City of Montreal,—as to the right to interest on taxes collected by the City under assessment rolls which have subsequently been declared illegal by the Courts. As far as the Code goes, it would appear that interest is exigible only from the date of the demand of repayment, because the City exacts the money in good faith, and the Code says that "if the person receiving be in good faith, he is not obliged to restore the profits of the thing received." The question in *Wilson & City of Montreal* was whether the exaction of the money under threat of an execution places the party paying in a more favorable position. In *Baylis & City of Montreal*, 2 L. N. 340, this question does not seem to have attracted special attention, but the judgment allowed interest only from the date of demand. That principle has been expressly decided in *Wilson & City of*