The *Solicitor's Journal* animadverts upon this decision, but regards the matter only from the solicitor's point of view; that is to say, it advocates the view that the object of a general retainer is merely a device in the interests of solicitors to secure to them the first right of commanding the services of the barrister retained in each particular case, as it arises, wherein the client is concerned. The natural consequence of this theory of general retainers is, that it is not deemed obligatory to send a special retainer and brief in each case at the peril, upon failure so to do, of forfeiting the general retainer. The result of this is that it casts the onus upon the counsel, when a special retainer is offered "on the other side," of notifying that offer to the solicitor by whom he is retained generally, and giving him thereby the opportunity of obtaining priority over the other applicant in each particular case.

This, however, is not the English practice, nor do we deem it desirable to alter that practice in any country where the functions of barrister and solicitor are so distinct as in England. The counsel ought not to be put to the trouble of serving notices on the solicitor, or to the annoyance of a *quasi* application for the delivery of briefs. It is, in our judgment, preferable to have it understood that the general retainer fails if on any occasion an application is made in Court (not of a merely interlocutory nature) without giving a brief to the counsel who is under a general retainer. There has been no settled rule in this province on this point, but we think that the views of the Attorney-General are rather to be adopted than those advocated by the *Solicitor's Journal*, which in truth transfer to the solicitors the right to determine whether counsel shall be bound by his retainer, and to pick and choose the occasions on which they will favour him with a brief.

Upon another matter, as to the extent to which counsel may advise in a suit for both sides without being retained by either, there is much greater liberality—or perhaps, some will say, laxity—in England than obtains in this country. This point has been the subject of a judicial decision, which is but little known, but which is of great value as representing the views of so distinguished a judge as Sir Launcelot Shadwell, Vice-Chancellor of England. The matter was brought before him in an anonymous case reported in 3 Jurist, p. 603, and his opinion requested thereon. He is reported to have said, "I am of opinion that a counsel, unless he is retained by the plaintiff, has a perfect right to draw and sign the answers, though he may also have signed the bill. I remember a case of the same kind occurred to me when I was at the bar. I drew the bill, and not being retained by the plaintiff, I drew the answers. I then advised upon the evidence for the plaintiff, and then on that for the defendant. There was afterwards a motion in the cause, and I appeared on the motion, but on what side I do not recollect. I am clearly of opinion that unless a counsel is retained by the plaintiff, it is his duty, if required, to render his services to the other parties in the cause, although he may have drawn the bill."

One needs to remember the high character of the ideal counsel to understand how it was possible for this dual advisory system to originate. The counsel, like the judge, determined only on what was laid before him. He never imported into a case extraneous facts, the knowledge of which he had acquired elsewhere than from the papers submitted to him. The pleading once drawn, the advice once given, he made it a point to forget all about it, that his mind might be clear to undertake the next business to be disposed of. Nevertheless, whatever right counsel may in strictness have to advise on both sides, it is not well that such a privilege should