

when the outstanding matters are concluded, which we hope will be shortly, we will send in a further bill."

Some of the judges have tried to confine the principles of a "convenient break in the business" to such actions as were formerly purely Chancery actions, and to exclude it altogether from common law actions; but in *In re Romer & Haslam* (1893) 2 Q.B. 286, Kay, L.J., said: "But when we apply that doctrine (of an entire contract) to a long and complicated litigation which may not be completed for years, and may involve questions of difficulty, I care not in what tribunal the litigation is, it may be unreasonable to treat it as an entire contract in the sense that a solicitor is to have no right to send in his bill of costs until the whole matter is finally concluded. Accordingly, the courts, without infringing upon the old rule, have said that the proper mode of applying the rule is that in such a case the solicitor may at any reasonable break in the litigation send in his bill of costs up to that time and demand payment."

In *Underwood v. Lewis*, supra, it was argued that the strict rule of an entire contract laid down by the old cases had been so materially modified that all that is necessary to entitle a solicitor to withdraw and sue for his costs, is that he should give his client reasonable notice of his intention to do so. Lord Esher, M.R., dissented from that view very vigorously, and said that if the decision in *In re Hall & Barker* were to be so read, he should be of opinion it must be over-ruled. In fact Lord Esher seemed inclined to push the doctrine to an unreasonable length against the solicitor, when he says: "As to the nature of reasonable ground, I am not quite clear, and I doubt whether anything which may happen to the solicitor himself would be sufficient. It has been suggested, that if a great misfortune, such as a severe illness, happened to him, or if his death occurred, that would put an end to his obligation under the contract while not depriving him of a right to sue for what had in fact been done. If the captain of a ship who has contracted to navigate the ship from one port to another, dies in the middle of the voyage, his executors cannot say that his death has altered the contract and that he ought to be paid wages from week to week or month to month. It may be that death or illness would form a good ground why nothing should be charged against a solicitor, but it cannot be said that it has altered the contract from an entire contract to a contract to pay on a quantum meruit before the end of the suit." It must be remembered, however, that this was a