Jacks v. *Bell*, 3 C. & P. 316, Lord Tenterden said to the plaintiff's attorney, "You say in your evidence that you neither persuaded nor dissuaded the plaintiff when he applied to you on the subject of this action. In that respect you did not do your duty. It was your duty to tell him that he ought not to bring the action."

Hoffman's 8th resolution is: "If I have ever had any connection with a cause, I will never permit myself (when that connection is for any reason severed) to be engaged on the side of my former antagonist. Nor shall any change in the formal aspect of the cause induce me to regard it as a ground of exception. It is a poor apology for being found on the opposite side that the present is but the ghost of the former cause."

As early as 1672 an attorney, one Mason [1] was committed to the Fleet and stricken off the rolls, because after being retained on one side he accepted a retainer on the other. About the same period, it was on several occasions decided to be actionable, to accuse an attorney of being an ambidexter, or one who dealt with both sides. The rule in England today is not inflexible, because by Rule of Etiquette 20, 1917, Annual Practice 2429, counsel who has drawn pleadings, or advised on one side may accept a brief on the other side, provided he gives the party for whom he has drawn pleadings or advised, an opportunity of retaining him for the trial. And rule 21, Id. 2431, says that counsel is not obliged to accept a retainer in any case where he has previously advised another party, and he should refuse where he would be embarrassed in the discharge of his duty by reason of confidence reposed in him by the other side. [2]

Not only is a lawyer bound not to stir up litigation but it is his duty to keep his client out of it, whenever it is reasonably possible to do so, and to always be on the alert for a favorable opportunity of effecting a compromise, whenever from the nature of the dispute a compromise is possible. Every person who has been much involved in litigation realizes that it is a poor settlement which is not better than a lawsuit. The lawyer who will hold his clients, and whose name will be blessed amongst them, is he who keeps his clients out of litigation. The power of counsel or solicitor to effect a settlement or compromise, without his client's consent, is not within the scope of this paper, but those who are interested in the subject may with profit refer to *Matthews* v. *Munster*, 20 Q.B.D. 141; *Strauss* v. *Francis*, L.R. 1 Q.B. 379; *Shepherd* v. *Robinson* [1919], 1 K.B. 474; *Watt* v. *Clark*, 12 P.R. 359; *Neale* v. *Gordon Lennox* [1902], A.C. 465; *Little* v. *Spreadbury* [1910], 2 K.B. 662.

(4) "He should treat adverse witnesses, litigants, and counsel with fairness, refraining from all offensive personalities. He must

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(1) Freeman 74.

(2) See Per Lord Elden, Bricheno v. Thorp, Jacob 300; Amphlett v. Blaylock, 3 Alta. 61.