

paid for judicial offices must have been largely based on the expectation of substantial returns.

In the earlier days endeavors were made to fix the rewards of counsel as well as of the judges. Dire indeed, in the early days were the penalties of extortion. The Council of Rheims, in 1148, thought the matter required the warning voice of the church, and enacted that advocates who took more than the taxed allowance should be deprived of Christian burial. The pecuniary results of legal labor are rarely devoid of interest to the practitioner. An ordinance of Philip the Hardy, in 1274, regulates the *honorarium* of advocates as it is regulated at the present day,—according to the merit of the counsel, the importance of the case, and the ability of the client. The illustration is used that a lawyer who rides with one horse cannot expect as much as one who drives with two, or with three or more; which is but a familiar instance of the talent being given to him who already has many. The same ordinance required a lawyer to swear that he would defend no cause unless he believed it just. English common sense saved English lawyers from such a mischievous requirement, even in the earliest days.

The highest pay allowed in a case was thirty livres—a sum, however, which would be equivalent in purchasing power to several hundred dollars at the present day. The advocates were bidden to state the facts clearly in their arguments, and to use no bad words or names. No advocate was to dare to discuss again what his associates had dwelt upon; neither should he repeat what he had once said, which is a rule unfortunately not in force in these days. To prevent overcharges, an ordinance of 1571 required every advocate to put on his brief what amount he received for his pay; but it excited so much opposition that it had to be revoked.

The fee-bills of solicitors were taxed by the court. If a bill of costs in a case in 1351 be a fair sample of the costs imposed on the defeated party at that day, the laments of litigants over the expense of justice rested on a most solid foundation. The suit was brought by the Gaite Brothers against Johan and Matthieu Gaite and the other heirs of Jacques and Matthieu Gaite. The heirs were condemned to pay the expenses of the brothers to be taxed by the Court, with execution against each of them. The bill is

regarded by the learned editor of the *Bulletin de la Société de l'Histoire de France* as incomplete. It comprises, however, forty-three items of varied and ominous appearance. The clerk who went to serve the process claimed four solidi for his expenses; two solidi for the seal, and five for his time. But, as he belonged apparently to the family, the charge for his time was disallowed. No less than nine times are the expenses and fees of officers and solicitors charged for attendance at hearings or trials of the case. Two advocates are also charged for each of these days, at thirty solidi per day. The taxing judge reduces these charges very materially, as he allows the advocates only the scanty pittance of four solidi, or about a dollar, for each time, until the case was brought into Parliament. For obtaining these orders, thirty and twenty solidi are allowed, respectively. The case does not seem to have been argued there. The party comes to Paris to attend his case, and charges his expenses for himself, valet, and two horses, while there detained, at fifteen solidi per day. This item is allowed, but at a much reduced figure. The expense of living was not large compared with our own day. The cost of keeping the horses is charged at three solidi per day for each horse; but this item is entirely disallowed. Seventy solidi were paid the taxing officer, which shows the exorbitant amount of court charges. These are the expenses incurred before the case was tried or argued in Parliament. The fees there for counsel and sweetmeats for judges would largely have swelled the bill.

(To be concluded in next issue.)

#### AGENCY—DUTIES OF PARTICULAR CLASSES OF AGENTS.

The duties of an agent may be varied and modified by contract, but it is none the less convenient to show briefly the application of the general rules which define the duties of agents in general to particular classes of agents.

An auctioneer is bound:

(a) To use reasonable skill and diligence in his business. In *Denew v. Deverell*, 3 Camp. 451, the plaintiff, an auctioneer, had neglected to insert a usual clause in particulars of sale, by reason of which omission the sale was fruitless. The plaintiff accordingly failed to recover