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Attorney and Client—Contingent Fee—Dismissal of Suit by Client

der to make an affidavit there must be present the officer, the affiant, and the paper, and there must be something done which amounts to the administration of an oath. There must be some solemnity, not mere telephone talk. Telephonic affidavits are unknown to the law. A moment's thought will show a sound reason for this. An officer hears a voice coming thru the receiver of a telephone. For identification he must rely on recognition of the voice (if he knows it) and the statement of the person as to who he or she is. How does the notary know that the paper presented later is the identical paper sworn to? If this is an oath, when is it taken—when the telephone message is sent, or when the paper is later presented by the third person? Where is it taken—at the place where the affiant is, or that where the officer is? It will be seen that great confusion might arise from such a system."

ATTORNEY AND CLIENT—CONTINGENT FEE—DISMISSAL OF SUIT BY CLIENT.

Kellogg v. Winchell, 273 Fed. 745 (D. C.) The plaintiff directed his attorney, who was engaged upon a contingent fee, to dismiss an appeal from a judgment against him in the lower court.

It is well established that a client may dismiss his attorney at any time and without cause, although this attorney be employed on a contingent fee. Ronald v. Mutual Reserve Fund Life Assoc. 30 Fed. 228; Roake v. Palmer, 103 N. Y. S. 862; Joseph v. Lopp 78 S. W. 1119 (Ky.). But the courts will not permit such act of dismissal to deprive the attorney of renumeration for services rendered. There are three ways in case of contingent fees in which attorney may recover for services. (1) The Attorney may sue his client in contract. Kersey v. Gorton, 77 Mo, 645; Reynolds v. Clark 162 Mo. 680. The objectionable feature to this remedy is that it seems impossible to determine damages if this suit is not concluded.

(2) The agreement may be treated as a mere promise to pay a part of a claim when collected. Story v. Hull, 143 Ill., 506.

(3) This remedy is to allow the attorney a quantum meruit for the reasonable value of his services. Ibert v. Aetna Life Ins. Co., 213 Fed. 996 (D. C.). Jordan v. Davis 172 Mo. 599; Moore v. Robinson 92 Ill. 491; Philbrook v. Moxey 191 Mass. 33. And this appears to be the most reasonable and just course to follow.

DOWER—CREDITORS' RIGHTS BEFORE IT IS ASSIGNED.

The recent case of Clelland v. Clelland, 235 S. W. (Mo.) 816, was an action to have a widow's dower assigned in her husband's real estate, brought by a judgment creditor of the widow to satisfy his claim out of the portion so assigned. Sec. 347, R. S. Missouri 1919, provides that if dower has not