

**AN INQUIRY INTO THE PRESENT
STATE OF THE LAW OF
MAINTENANCE AND
CHAMPERTY PRINCIPALLY AS
AFFECTING CONTRACTS**

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AFFECTING CONTRACTS.



BY
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PREFACE.

THE subject of the following pages is one from which it is impossible that the legal student can wholly avert his attention. There can be no question of the interest which, as a matter of constitutional and legal history, must attach to the inquiry, as to how far principles which occupy an important prominence in the structure of our law may continue to possess any living efficacy. Still less can it be said that our minds are unnecessarily directed to the examination of a subject which not unfrequently demands the careful attention of the practical lawyer. The object of the writer is the attempt to lessen a difficulty which he has felt, and believes others have experienced, when investigating the actual state of the head of law herein treated of. In modern times, and in some instances very recently, cases of undoubted importance have been decided, which will require to be closely considered whenever the practitioner may have to test the applicability of the doctrines of Maintenance and Champerty to circumstances on which he may be

required to advise. That this consideration does often become important in the practice of Conveyancing, Equity, and Common Law, cannot be doubted. It is hoped, therefore, that by bringing together the modern cases, so that, in the hurry of business, the convenience of reference may be facilitated, this little work may prove to be of some practical utility to the profession. In giving a concise statement of the facts of each important case, care has been taken to be correct in essential particulars, so that the language of the judgment may be properly appreciated. The observations of the writer will, of course, be received as indicating his individual views, and will only be estimated according as the authorities referred to may be thought to support the propositions advanced. For imperfection of plan, defects in execution, and perhaps mistakes in judgment, it is felt there may be too much need to deprecate hostile criticism. The candour of the reader will, however, admit that the subject, though limited, is far from an easy one. But the main apology for the writer's shortcomings must rest on the trite observation,—

“Prosunt minus rectè excogitata ; cum alios incitent saltem ad veritatis investigationem.”

9, OLD BUILDINGS, LINCOLN'S INN,
November, 1861.

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