

INGREDIENTS AND INSTRUCTIONS.

Hospital Diets.

Beef Tea,.....8 ounces lean beef with all fat removed to produce 1 pint. Cut the beef into very small pieces and put into a vessel with cold water, adding a little salt. Let it warm gradually and simmer for two hours. It should *not* be allowed to boil. Pass the beef tea through a strainer to remove the beef.

Soup,	} Prepare as for ordinary diets.
Gruel,	
Suet Pudding,.....	
Cocoa,	
Congee,	
Chutney,	
Tea,	
Curry Stuff,.....	

The following articles may be ordered as *Extras or Substitutes* in the quantities considered necessary by the Medical Officer:—

Ale	per bottle.	Fish	per lb.	Spirits	per bottle.
Beef Tea	" pint.	Fruit	" "	Stout	" "
Bread	" lb.	Ice	" "	Sugar	" lb.
Butter	" "	Milk	" pint.	Sweet Potatoes	" "
Chicken	" "	Mineral Waters	" bottle.	Tea.	" "
Cocoa	" "	Oatmeal	" lb.	Vegetables	" "
Cornflour	" "	Rice	" "	Wine	" bottle.
Eggs	each.	Sago	" "		

COUNCIL CHAMBER,
HONGKONG.

J. G. T. BUCKLE,
Clerk of Councils.

GOVERNMENT NOTIFICATION.—No. 178.

The following Notice is published.

By Command,

J. H. STEWART LOCKHART,
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 23rd March, 1899.

NOTICE.

A Special Sessions of Her Majesty's Justices of the Peace will be held in the Justices' Room, at the Magistracy, on Wednesday, the 5th day of April, A.D. 1899, at 12 o'clock noon, for the purpose of considering applications from—

- (1) JAMES EDWARDS, for a Publican's licence to sell and retail intoxicating liquors on the premises situate at house No. 18, Praya Central, under the sign of "The Central Hotel."
- (2) GEORGE LEITCH, for the transfer of his Publican's licence to sell and retail intoxicating liquors on the premises situate at houses Nos. 148 and 150, Queen's Road Central, under the sign of "The Stag Hotel" to JOHN MORSON COWELL.

T. SERCOMBE SMITH,
Police Magistrate.

Magistracy, Hongkong, 22nd March, 1899.

GOVERNMENT NOTIFICATION.—No. 179.

His Excellency the Governor has given his assent, in the name and on behalf of the QUEEN, to the following Ordinance passed by the Legislative Council:—

Ordinance No. 9 of 1899.—An Ordinance to amend the law relating to Solicitors of the Supreme Court.

By Command,

J. H. STEWART LOCKHART,
Colonial Secretary.

Colonial Secretary's Office, Hongkong, 21st March, 1899.

No. 9 of 1899.

An Ordinance to amend the Law relating to Solicitors of the Supreme Court.

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HENRY A. BLAKE,
Governor.

[21st March, 1899.]

WHEREAS it is expedient to amend the law relating to the admission of Solicitors of the Supreme Court and to the remuneration of such Solicitors.

BE it enacted by the Governor of Hongkong, with the advice and consent of the Legislative Council thereof, as follows:—

1. This Ordinance may be cited as The Solicitors' Ordinance, 1899.

2. In this Ordinance, unless the context otherwise requires,—

Interpretation of terms.

“Court” means the Supreme Court and includes the Chief Justice and the Puisne Judge of the Supreme Court sitting together or separately in Court or in Chambers:

“Solicitor” means an attorney, solicitor, or proctor qualified according to the provisions of the laws for the time being in force in this Colony relating to the admission and qualification of attorneys, solicitors, and proctors:

“Client” includes any person who, as a principal, or on behalf of another person, or as trustee or executor, or in any other capacity, has power, express or implied, to retain or employ, and retains or employs, or is about to retain or employ, a solicitor, and any person for the time being liable to pay to a solicitor for his services, any costs, remuneration, charges, expenses, or disbursements:

44 and 45
Vict. c. 44,
s. 1.

“Party” includes a body of persons corporate or unincorporate:

44 and 45
Vict. c. 44,
s. 1.

“Costs” includes all moneys, by whatever name called, which a client pays or is liable to pay to a solicitor for or in respect of or in anticipation of services rendered or to be rendered to him by such solicitor, or for or in respect of any fees, charges, or disbursements paid or made or to be paid or made by such solicitor for him or on his behalf:

“Mortgage” includes any charge on any property for securing money or money's worth.

58 and 59
Vict. c. 25,
s. 4.

3.—(1.) In every case in which a solicitor shall be employed to prosecute or defend any suit, matter, or proceeding in the Court, it shall be lawful for the Court to declare such solicitor entitled to a charge upon the property recovered or preserved, and upon such declaration being made such solicitor shall have a charge upon and against, and a right to payment out of, the property, of whatsoever nature, tenure, or kind the same may be, which shall have been recovered or preserved through the instrumentality of any such solicitor, for the taxed costs of or in reference to such suit, matter, or proceeding.

Power to
Court to
charge pro-
perty recover-
ed or preserv-
ed with
payment of
costs.23 and 24
Vict. c. 127,
s. 28.

(2.) It shall be lawful for the Court to make such order or orders for taxation of, and for raising and payment of, such costs, out of the said property as to the Court shall appear just and proper.

(3.) All conveyances and acts done to defeat, or which shall operate to defeat, such charge or right shall, unless made to a *bonâ fide* purchaser for value without notice, be absolutely void and of no effect as against such charge or right:

Provided always that no such order shall be made by the Court in any case in which the right to recover payment of such costs is barred by any statute of limitations.

Remuneration of solicitor may be fixed by agreement. 33 and 34 Viet. c. 28, s. 1.

4. A solicitor may make an agreement in writing with his client respecting the amount and manner of payment for the whole or any part of any past or future costs in respect of business done or to be done by such solicitor, whether as a solicitor or as an advocate or conveyancer, either by a gross sum, or by commission or per-centage, or by salary or otherwise, and either at the same or at a greater or at a less rate as or than the rate at which he would otherwise be entitled to be remunerated, subject to the provisions and conditions in this Ordinance contained: Provided always that when any such agreement is made in respect of business done or to be done in any suit the amount payable under the agreement shall not be recoverable by the solicitor until the agreement has been examined and allowed by a taxing officer of the Court; and if it shall appear to such taxing officer that the agreement is not fair and reasonable, he may require the opinion of the Court to be taken thereon by motion or petition; and the Court shall have power either to reduce the amount payable under the agreement, or to order the agreement to be cancelled and the costs in respect of the business done to be taxed in the same manner and according to the same rules as if such agreement had not been made.

Saving of interests of third parties. *Ibid*, s. 5.

5. Such an agreement shall not affect the amount of, or any rights or remedies for the recovery of, any costs recoverable from the client by any other person, or payable to the client by any other person, and any such other person may require any costs payable or recoverable by him to or from the client to be taxed according to the rules for the time being in force for the taxation of such costs, unless such person has otherwise agreed: Provided always that the client who has entered into such agreement shall not be entitled to recover from any other person, under any order for the payment of any costs which are the subject of such agreement, more than the amount payable by the client to his own solicitor under the same.

Agreement to exclude further claims. *Ibid*, s. 6.

6. Such an agreement shall be deemed to exclude any further claim of the solicitor beyond the terms of the agreement in respect of any costs in relation to the conduct and completion of the business in reference to which the agreement is made, except such costs, if any, as are expressly excepted by the agreement.

Reservation of responsibility for negligence. *Ibid*, s. 7.

7. A provision in any such agreement that the solicitor shall not be liable for negligence, or that he shall be relieved from any responsibility to which he would otherwise be subject as such solicitor, shall be wholly void.

Examination and enforcement of agreements. *Ibid*, s. 8 adapted.

8.—(1) No suit shall be brought or instituted upon any such agreement; but every question respecting the validity or effect of any such agreement may be examined and determined, and the agreement may be enforced or set aside by the Court, without suit, on motion or petition of any person, or the representative of any person, a party to such agreement, or being or alleged to be liable to pay, or being or claiming to be entitled to be paid, the costs in respect of which the agreement is made.

(2.) Such motion or petition shall be made or presented to the Court in its Original Jurisdiction in cases where the amount payable under the agreement exceeds one thousand dollars, and in its Summary Jurisdiction in cases where the amount payable under the agreement does not exceed one thousand dollars.

Improper agreement may be set aside. *Ibid*, s. 9.

9. Upon any such motion or petition as aforesaid, if it appears to the Court that such agreement is in all respects fair and reasonable between the parties, the same may be enforced by the Court by rule or order in such manner and subject to such conditions, if any, as to the costs of such motion or petition, as the Court may think fit, but if the terms of such agreement are not deemed by the Court to be fair and reasonable, the same may be declared void, and the Court shall thereupon have power to order such agreement to be given up to be cancelled, and may direct the costs incurred or chargeable in respect of the matters included therein to be taxed in the same manner and according to the same rules as if such agreement had not been made. The Court may also make such order as to the costs of and relating to such motion or petition and the proceedings thereon, as to the Court may seem fit.

Agreement may be reopened after payment in special cases. *Ibid*, s. 10.

10.—(1.) When the amount agreed for under any such agreement has been paid by or on behalf of the client, or by any person chargeable with or entitled to pay the same, the Court may, upon application by the person who has paid such amount, within twelve months after the payment

thereof, if it appears to the Court that the special circumstances of the case require the agreement to be re-opened, re-open the same, and order the costs to be taxed and the whole or any portion of the amount received by the solicitor to be repaid by him, on such terms and conditions as to the Court may seem just.

(2.) Where any such agreement is made by the client in the capacity of guardian, or of trustee under a deed or will, or of committee of any person or persons whose estate or property will be chargeable with the amount payable under such agreement, or with any part of such amount, the agreement shall before payment be laid before a taxing officer of the Court, and such officer shall examine the same, and may disallow any part thereof, or may require the direction of the Court to be taken thereon by motion or petition, and if in any such case the client pays the whole or any part of the amount payable under the agreement, without the previous allowance of such officer or the Court as aforesaid, he shall be liable at any time to account to the person whose estate or property is charged with the amount paid, or with any part thereof, for the amount so charged; and if in any such case the solicitor accepts payment without such allowance, the Court may, if it thinks fit, order him to refund the amount so received by him under the agreement.

11. Nothing in this Ordinance shall be construed to give validity to any purchase by a solicitor or by his clerk of the interest, or any part of the interest, of his client in any suit or other contentious proceeding to be brought or maintained, or to give validity to any agreement by which a solicitor retained or employed to prosecute any suit or proceeding stipulates for payment only in the event of success in such suit or proceeding.

Prohibition of champertous stipulations.

Ibid, s. 11.

12. Nothing in this Ordinance shall give validity to any disposition, contract, settlement, conveyance, delivery, dealing, or transfer which may be void or invalid against a trustee or creditor in bankruptcy, arrangement, or composition, under the provisions of the laws for the time being in force relating to bankruptcy.

Ordinance not to give validity to contracts, etc. which may be void in bankruptcy.

Ibid, s. 12.

13. Where a solicitor has made an agreement with his client in pursuance of the provisions of this Ordinance, and anything has been done by such solicitor under the agreement, and before the agreement has been completely performed by him such solicitor dies or becomes incapable to act, an application may be made to the Court by any party to the agreement or by the representative of any such party, and the Court shall thereupon have the same power to enforce or set aside such agreement, so far as the same may have been acted upon, as if such death or incapacity had not happened; and the Court, if it deems the agreement to be in all respects fair and reasonable, may order the amount due in respect of the past performance of the agreement to be ascertained by taxation; and the taxing officer in ascertaining such amount shall have regard, so far as may be, to the terms of the agreement; and payment of the amount found to be due may be enforced in the same manner as if the agreement had been completely performed by the solicitor.

Provision in case of death or incapacity of solicitor making agreement.

Ibid, s. 13.

14. If, after any such agreement as aforesaid has been made, the client changes his solicitor before the conclusion of the business to which such agreement relates (which he shall be at liberty to do notwithstanding such agreement), the solicitor, party to such agreement, shall be deemed to have become incapable to act under the same within the meaning of the last preceding section; and, upon any order being made for taxation of the amount due to such solicitor in respect of the past performance of such agreement, the Court shall direct the taxing officer to have regard to the circumstances under which such change of solicitor has taken place; and, upon such taxation, the solicitor shall not be deemed entitled to the full amount of the remuneration agreed to be paid to him, unless it appears that there has been no default, negligence, improper delay, or other conduct on his part affording reasonable ground to the client for such change of solicitor.

Change of solicitor after agreement.

Ibid, s. 14.

15. Except as in this Ordinance provided, the bill of a solicitor for the amount due under an agreement made in pursuance of the provisions of this Ordinance shall not be subject to any taxation nor to the provisions of the English Act of Parliament 6 and 7 Vict. c. 73 (so far as such pro-

Exemption of agreement from taxation.

Ibid, s. 15.

visions have been extended to this Colony) nor of section 18 of this Ordinance respecting the signing and delivery of the bill of a solicitor.

Security may be taken for future costs. *Ibid.*, s. 16.

16. A solicitor may take security from his client for his future costs, to be ascertained by taxation or otherwise.

Revival of order for payment of costs. *Ibid.*, s. 19.

17. Whenever any decree or order has been made for payment of costs in any suit and such suit afterwards becomes abated, it shall be lawful for any person interested under such decree or order to revive such suit, and thereupon to prosecute and enforce such decree or order, and so on from time to time as often as any such abatement shall happen.

Suing for costs within one month when client about to leave the Colony, etc. 38 and 39 Vict. c. 79, s. 2.

18.—(1.) It shall be lawful for the Court to authorize a solicitor to commence a suit for the recovery of his costs against the party chargeable therewith and also to refer his bill of costs and the demand of such solicitor thereupon to be taxed, although one month shall not have expired from the delivery of the bill of costs, on proof to the satisfaction of the Court that there is probable cause for believing that the party chargeable therewith is about to quit the Colony or to become a bankrupt or a liquidating or compounding debtor, or to take any other steps or do any other act which, in the opinion of the Court, would tend to defeat or delay such solicitor in obtaining payment.

Amendment of s. 37 of 6 and 7, Vict. c. 73. See Ord. 13 of 1856.

(2.) Section 37 of the English Act of Parliament, 6 and 7 Vict. c. 73, from the words "Provided also that it shall be lawful for any judge of the superior courts of law and equity," to the end of such section, is hereby repealed, so far as it is in force in this Colony.

Charges, etc., where mortgage is made with solicitor. 58 and 59 Vict. c. 25, s. 2.

19.—(1.) Any solicitor to whom, either alone or jointly with any other person, a mortgage is made, or the firm of which such solicitor is a member, shall be entitled to receive for all business transacted and acts done by such solicitor or firm in negotiating the loan, deducing and investigating the title to the property, and preparing and completing the mortgage, all such usual professional charges and remuneration as he or they would have been entitled to receive if such mortgage had been made to a person not a solicitor, and such person had retained and employed such solicitor or firm to transact such business, and do such acts; and such charges and remuneration shall accordingly be recoverable from the mortgagor.

(2.) This section applies only to mortgages made after the commencement of this Ordinance.

Right of solicitor with whom mortgage is made to recover costs. *Ibid.*, s. 3.

20.—(1.) Any solicitor to or in whom, either alone or jointly with any other person, any mortgage is made or is vested by transfer or transmission, or the firm of which such solicitor is a member, shall be entitled to receive and recover from the person on whose behalf the same is done or to charge against the security for all business transacted and acts done by such solicitor or firm subsequent and in relation to such mortgage or to the security thereby created or the property therein comprised, all such usual professional charges and remuneration as he or they would have been entitled to receive if such mortgage had been made to, and had remained vested in, a person not a solicitor, and such person had retained and employed such solicitor or firm to transact such business and do such acts, and accordingly no such mortgage shall be redeemed except upon payment of such charges and remuneration.

(2.) This section applies to mortgages made and business transacted and acts done either before or after the commencement of this Ordinance.

Fees for admission as solicitor.

21. Any person, who may be admitted to practise within the Colony as a solicitor, whether upon his own account or as clerk to another solicitor or firm of solicitors practising in the Colony, shall, upon such admission, pay a fee to the Court of one hundred and fifty dollars.

Passed the Legislative Council of Hongkong, this 13th day of March, 1899.

J. G. T. BUCKLE,
Clerk of Councils.

Assented to by His Excellency the Governor, the 21st day of March, 1899.

J. H. STEWART LOCKHART,
Colonial Secretary.