266, pl. 414. 3 Leon. 233. Hob. 115. Godb. 450. Goldsb. 101, pl. 6. Hetley, 164. Plow. 78. Dyer, 74. 4 Co. 26. Bro. Maintenance, 38. Cro. El. 257. Cro. Car. 43, 232.

321 *II. None shall buy any pretenced Right in any Land, unless the Seller hath taken the Profit thereof one year before. 1 Anders. 76, 78, 201.

III. Unlawful maintaining of a Suit depending in any of the King's Courts. Goldsb. 113, pl. 1. Rast. pl. f. 430. 5 El. c. 9. Bro. Maintenance, 1, 3, 5, 6, 7, 8, 9, 13, 14, 16, 17, 18, 19, 20, 24, 27, 28, 30, 32, 34, 39, 40, 41, 42, 43, 48, 49, 50, 51, 53. The Penalty is enlarged to 40*l.* by 5 El. c. 9, s. 3.

IV. Purchasing of a pretenced Title by him that is in Possession is lawful, Dyer, 53.

V. Proclamation of the Statutes of Maintenance, Champerty, &c., shall be made at the Assises.

VI. Within what time the offender shall be sued. Rast. 119, 427. Co. pl. f. 163. Co. Litt. 369 a.

In 4 H. & McH. 503, will be found the case of Britton *qui tam* v. Ridgely, an action of debt on this Statute for purchasing a pretended title. But it was discontinued. And Kilty, Rep. 232, refers to another case of a prosecution under the Statute in 1718. In Cresap's lessee v. Hutson, 9 Gill, 269, a plaintiff in ejectment after the commencement of the action conveyed his interest in the lands in dispute to a third party. The Court held that the pendency of the suit did not make the deed void, and referred to Hammond v. Ridgely, 5 H. & J. 244, as the sale of a law suit, and see Gwynn v. Jones' lessee, 2 G. & J. 173; Young v. Frost, 5 Gill, 287. In the Ches. & Ohio Canal Co. v. Young, 3 Md. 480, an objection of champerty was abandoned in argument. And in Schaeferman v. O'Brien, 28 Md. 565, the Court said that they were not aware of any case in the judicial history of the State where the provisions of this Statute have been *enforced*. Without meaning to assert, they said, that there might not be such exceptionable conduct savouring of champerty and maintenance as to be punishable, yet there could be no doubt that this Statute is in a great measure now obsolete.[1]

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[1] The Statute appears to be still in force in England. Jenkins v. Jones, 9 Q. B. D. 128; Kennedy v. Lyell, 15 Q. B. D. 491.

Contingent fees.—Agreements under which attorneys are employed to prosecute or defend suits for contingent fees are not champertous and their validity has been frequently recognized by our Court of Appeals. Cain v. Warford, 33 Md. 36; Sansbury v. Belt, 53 Md. 329; Davis v. Gemmell, 73 Md. 564; Equitable Life Ass. Soc. v. Poe, 53 Md. 28; Wheeler v. Harrison, 94 Md. 158. (See the last named case for the distinction between champerty and maintenance.) But if such contract provides in addition that the attorney shall pay the costs of the litigation, it is generally held unenforceable. See Poe's Practice, secs. 46, 47. See also the Act of 1900, ch. 13, (Code 1911, Art. 10, sec. 13), as to improper solicitations of clients by attorneys.