of the Company. He knew that the value to the Company was that the property lay between their lands. He was prepared to take an option himself. The reason being that the Company might spring a bit more.

At a date given by Mr. Humphrys as the 12th or 13th of February, he says he Emory said: "Tell Bauxite Company I am prepared to take an option on your option of $11,000." This Humphrys did, though he was a director of bauxite at the time.

When nasty things were being said on account of the relationship of solicitor and client Humphrys did not dispute the relationship. As recently as the 6th December 1919, Humphrys, writing to the secretary of Bauxite Company, said: "I am in a very awkward position over this matter, Mrs. Hubbard being as you are aware a client of mine."

Mrs. Hubbard having sold to Emory for $12,000 in due course transport was advertised.

The Plaintiff Company then commenced an action against the three Respondents, claiming (amongst other relief) to have the transport to Emory declared null and void, that the Contract of Sale between Mrs. Hubbard and Humphrys and Humphrys and the Plaintiff Company be declared valid, and that Mrs. Hubbard should pass transport to Humphrys and Humphrys should pass transport to the Plaintiff Company.

Mrs. Hubbard and Emory by their defence alleged that Humphrys, in virtue of the fiduciary relationship of legal adviser and client, became acquainted with the nature of all Mrs. Hubbard's movable and immovable property and of the values thereof, including the property the subject-matter of this action; that Humphrys, with a view to his own advantage, advised and influenced Mrs. Hubbard to accept an offer; that Mrs. Hubbard relied on the advice given to her by Humphrys; that Humphrys was in possession of certain material information which he did not disclose to Mrs. Hubbard; and that Mrs. Hubbard was under the influence of Humphrys.

The senior puisne Judge at the trial held that the relationship of solicitor and client existed *in hac re.*

At the Appeal the relationship of solicitor and client was most ably argued by counsel.

It was first attempted to show that there was a difference between the status of a solicitor in the Colony of British Guiana and in England, and more particularly with regard to the business of a family solicitor. It is true that in the Colonies barristers do act as solicitors and solicitors do engage in business matters to a greater extent than in England, but I cannot see that this is any argument for the diminution in any way of the duties of a solicitor or legal adviser to his client, once that relationship has been established. I cannot find any authority to that effect. I should hardly expect to find any such authority. It would be almost impossible to carry on business at all if a client had to treat his legal adviser without complete confidence, and almost with distrust. Whatever may be the local custom with regard to solicitors examined and admitted locally, Mr. Humphrys was not a local solicitor purely, he was an English barrister

and as such owed all the same duties to a client as a barrister in England. It seems to me that it would be most dangerous to the honourable traditions of the English Bar to say that an English barrister was less responsible in a colony than in England itself.

The next point that has been argued was as to whether the relationship of solicitor and client existed at all, and, even if existing, existed *in hac re.* It can hardly be argued in face of the facts that the relationship of solicitor and client did exist. A long series of legal matters and legal proceedings, dating back as early as 1913, had been conducted by Humphrys as solicitor or barrister for Mrs. Hubbard, and at the time that the option was granted an important action was still under the consideration of the Court in which he represented Mrs. Hubbard. After the option had been obtained it was suggested to Humphrys that Mrs. Hubbard was his client. He never disputed it. When advised that he must be careful how he made agreements with a client, he said, "Good gracious! I never thought of that." Humphrys has stated in evidence the steps he took subsequently, but all these steps together with the offer to hand over all the profits were on the assumption that Mrs. Hubbard was his client and that the relationship of solicitor and client existed between them.

Even afterwards, when he had had ample time to consider the relationship in its every aspect, he writes to the secretary of the Bauxite Company and says: "I am in a very awkward position over this matter. Mrs. Hubbard being, as you are aware, a client of mine."

I am satisfied that the senior puisne judge was right in holding that the relationship of solicitor and client existed between Humphrys and Mrs. Hubbard, and the trend of all the evidence is to that effect. But had that relationship been determined, or did it exist *in hac re*?

The test is fully set out in *Tomson* v. *Judge* (1855) 3 Drewry 306 (106 R.R. 362). Kindersley, V.C., in his judgment, says: "Now of course a difficulty may arise as to what amounts to a cessation of the relation between the parties, so as to exempt them from the rule—whether it is necessary that in all respects the relation should have ceased or whether it is sufficient that it should have ceased *in hac re* only. But it appears to me that it is necessary here to consider that, for here there is no pretence but that the relation of solicitor and client, which subsisted for years before the transaction, continued to subsist throughout, and down to the death of the testator, and that in the transaction itself, in the preparing of the deed, Judge was himself the solicitor of Chamberlayn."

I cannot distinguish the present case, the relationship subsisted throughout and even after granting the option the necessary document for which was prepared by Humphrys. The relationship of solicitor and client, then, in my opinion, existed *in hac re.*

I have therefore to consider the duties of a solicitor when he is a purchaser from a client. These are stated in *Carter* v. *Wright* ((1903) 1 Ch. 27) to be, first, that the client must be fully informed, secondly, he must have competent independent advice, and thirdly, the price which is given must be a fair one. The onus of proving all this lies on the solicitor.