did exist between Humphrys and Mrs. Hubbard on the 30th January, 1919, which is accepted by both parties as the material date. It is not suggested that, in either Court, a wrong principle was applied. In both Courts reference is made to the judgment of Parker J. in *Allison* v. *Clayhills*, 97, L.T., 709. In this case Mr. Justice Parker says that although the relationship of solicitor and client in a strict sense has been discontinued, the same principle applies so long as the confidence, naturally arising from such a relationship, is proved or may be presumed to continue, and that even if the solicitor is no longer retained or acting, his duty, in the contemplation in a Court of Equity may still be such as to throw upon him the onus of upholding the validity of a purchase or lease from his clients, and that in considering whether this onus lies upon him the test appears to be the proper answer to the question, whether in the particular transaction he owes his client any duty in the contemplation of a Court of Equity. Whether in any particular transaction any duty exists which makes the relationship between the parties that of solicitor and client, will depend, in each case, upon all the surrounding circumstances. In the present appeal the relevant circumstances are such that their Lordships cannot doubt that at the date of the transaction in question (30th January, 1919), both Courts were right in holding that Humphrys did stand in a confidential relationship with Mrs. Hubbard. It is fair to Humphrys to say that he does not in his evidence question the confidential nature of the relationship which existed between him and Mrs. Hubbard, but states quite frankly that the duties incident to this relationship were not, at the relevant date, present to his mind.

Humphrys first saw Mrs. Hubbard in October, 1915. She called on him accompanied by Burrowes, who introduced her to him. Burrowes was present on the occasion of most of the subsequent meetings. Humphrys advised Mrs. Hubbard, and also Burrowes, in the winding up of Hubbard's estate, and with reference thereto did the necessary legal business. Mrs. Hubbard gave all her legal work to Humphrys, and his relationship to her as legal adviser was not terminated until May or June, 1920. It is, moreover, material to observe that Humphrys, who at that time was a Proxy Director of the appellant Company, was approached, in reference to the sale of the properties in question, by the Chairman, J. A. King, who said to him, "Humphrys, Mrs. Hubbard is a client of yours isn't she?" Humphrys replied, "Yes, I attend the Court and represent her in a certain action against the estate." J. A. King further said, "Will you let us know if Mrs. Hubbard is going to sell?" Humphrys replied, "All right I will do my best for you, but you had better write me and make me an offer." On the 23rd January, 1918, Mr. A. G. King, secretary to the Company wrote a letter to Humphrys offering "your client" the sum of $3,000 for the properties in question. Humphrys told Burrowes of this offer, and subsequently Burrowes told him that Mrs. Hubbard would not accept it. At a subsequent interview Humphrys mentioned the matter to Mrs. Hubbard, but she refused to entertain it. In March or April, 1918, Humphrys received another offer of $5,000 from the appellant Company, and informed Burrowes. Burrowes saw Mrs. Hubbard but she declined the offer. In January, 1919, the respondent, Emory, met Humphrys, stating that the properties were not worth more than $5,000, or $5,500, as they had very little bauxite on them, and that the value to the appellant Company was that they lay between their lands. He asked Humphrys to ask Mrs. Hubbard to give him an option of buying them for $5,500. Humphrys said he could not do this having regard to his relationship with the appellant Company, but said that he would ask Mrs. Hubbard to give him an option for $5,500, and, that if he got it, he would tell the appellant Company, and ask if they intended to spring on their offer. He further told Emory that he would put the highest offer before the appellant Company, and let them say if they would take it or not. Humphrys asked Burrowes to ask Mrs. Hubbard to come and see him as he wished to make her an offer for the land of $5,500. It is material to note that what Humphrys mentioned was not an option to purchase, but an offer for the land, and that the interview was sought not by Mrs. Hubbard but by Humphrys. On the 30th January, 1919, Mrs. Hubbard came to Humphrys' chambers accompanied by Burrowes, and her niece Mrs. Valladares. It was argued on behalf of the appellant Company that there was no evidence, or not sufficient evidence, that the relationship of solicitor and client existed between Humphrys and Mrs. Hubbard when they met to discuss the offer made by Humphrys on that date. It appears to their Lordships that the narrative as above set out, is amply sufficient to support the findings of both Courts. Independently of those findings, their Lordships would have no hesitation in coming to the conclusion that when Humphrys met Mrs. Hubbard on the 30th of January, 1919, he was in a confidential relationship to her, and that his duty towards her was the same as that which exists between a solicitor and his client.

The interview at the chambers of Humphrys on the 30th January, 1919, is so material that it is better to give at length the evidence of Humphrys. In examination in chief, Humphrys states:—

> "On the 30th January, Mr. Burrowes, Mrs. Hubbard and Mrs. Valladares came to my chambers. On coming in Mrs. Valladares said, 'Mr. Humphrys, auntie and I have been speaking over this matter, and we have decided to sell the lands as they are not earning anything.' They all sat down, Mrs. Hubbard asked me the last offer made by Mr. King for land. I said $5,000, therefore my offer of $5,500 for option is $500 in excess. I reminded her that the Bauxite Company had said $5,000 was their final offer. I told her some people in America might want to acquire these properties and might or might not care to take them for more than $5,500, and therefore I might or might not make a profit on the transaction because the Bauxite Company, although they had said $5,000 was their last offer, might change their minds when they knew someone else was after it. I