said if she gave option it must be for three months, and I was only prepared to pay $25 for option. She then said, 'Mr. Humphrys, if I sell these lands to you, what about these actions? Transport would be opposed.' I said, 'No, I would guarantee no trouble in that respect because if I exercised option I would arrange with J. T. Hubbard's solicitor to deposit security and pass transport. If he refused, no transport would be passed until actions concluded.' Burrowes said, 'In that case Mrs. Hubbard would be out of her money for a long time and it would not be earning any interest.' I said that was so and that if I exercised option, I would pay her interest on purchase price, $5,500 at 6 per cent. Burrowes said this was fair, and Mrs. Valladares then said to Mrs. Hubbard, 'I think, auntie, you better sell the lands.' Mrs. Hubbard said, 'Yes, I think so,' and turning to Burrowes asked him what he thought. He said, 'The lands are yours and if you are satisfied I am satisfied.' Mrs. Hubbard asked what papers I would require her to sign. I said I would send a written option next day to her. I told her I am only 'prepared to pay $25 for option.' I don't remember telling her what operated to make the offer only $25. I knew in my own mind. I told her any profit I made over and above $5,500 would be mine. There was no question of my selling for her. She knew profit was mine."

This account is supplemented in the cross examination.

"Q.—In making your offer to Mrs. Hubbard did you tell her that Mr. King, both in writing and verbally, had requested you to inform him if Mrs. Hubbard decided to sell? A.—Mr. King never, up to that date, had written to me on that point, but he had spoken to me. I did not tell Mrs. Hubbard I had done so. It never occurred to me to tell her because I was not conscious of the law relating to solicitor and client, nor did I bring my mind to bear on the fact that I was dealing with a client. I looked on her as an ordinary individual without any regard to the law on solicitor and client. On account of her age I told her I might or might not make a profit. I also told her that as I had known her for a long time. I did not tell her Emory had asked me to get an option for him from her for $5,500. I never mentioned his name at all. I told her the last offer of Bauxite Company was $5,000, and I offered $500 more. I told Mrs. Hubbard that when Bauxite Company knew someone else was in the field they might spring on their offer. I did not tell Mrs. Hubbard that someone else was in the field in so many words. I told her someone in America might want to acquire the property."

The first question which arises is whether Humphrys made a full disclosure to Mrs. Hubbard of all the facts known to him to enable her to decide whether it was in her interest to give Humphrys a three months' option for $25. In the opinion of their Lordships the answer must be in the negative. Humphrys knew at this time that Emory had made a definite offer beyond that of the Bauxite Company, a matter directly material both on the advisability of granting an option to Humphrys, and as to the amount at which such an offer should be given. He further stated that the Bauxite Company's offer for $5,000 was a final offer, and did not inform Mrs. Hubbard of what he told Emory, that the Bauxite Company would give more than $5,000, and that if he obtained the option from Mrs. Hubbard of $5,500 he would tell the Bauxite Company, and ask if they intended to spring on their offer. The position was, to the knowledge of Humphrys, that there were two competitors desirous to obtain an option over the properties, and that the prospect of the price to be obtained, depended on the extent to which they were prepared to outbid one another. Mrs. Hubbard and Burrowes, at the interview on the 30th January, 1919, appear to have regarded the granting of the option as equivalent to a sale of the lands, whereas in truth Humphrys bought, for the sum of $25, the probability of enhanced value to be obtained from the competition between the Bauxite Company and Emory. No one in a confidential relationship towards Mrs. Hubbard such as that of solicitor towards his client could have fulfilled his duty in taking an option over the properties of the person towards whom he stood in such a position, without specifically informing her of the offers which had been made and explaining their effect on the question of value. This necessarily constituted the main element for consideration in determining whether or not it was in the interest of Mrs. Hubbard to grant the option in favour of Humphrys. Humphrys himself says that he did not tell Mrs. Hubbard that he had spoken to Mr. King, because he was not conscious of the law relating to solicitor and client, nor did he bring his mind to bear on the fact that he was dealing with a client.

The omission of Humphrys to disclose to Mrs. Hubbard the fact that Emory had asked for an option over the property for $5,500 is not remedied by his telling her that some people in America might want to acquire the properties, and might, or might not, care to take them for more than $5,000, and that therefore he might, or might not, make a profit on the transaction, because the appellant Company, although they had said $5,000 was their last offer, might change their minds when they knew someone else was after it. An exact disclosure of the conditions under which Emory made his offer was, in the opinion of their Lordships, essential to enable Mrs. Hubbard to determine whether the offer made by Humphrys to her was a fair one. There does not appear to have been, in the ordinary sense, a market for the properties in question, and the value therefore to a large extent depended upon the existence of probable competitive purchasers. The crucial date is the 30th January, 1919. It is not a question of honesty, but of a full disclosure and of a fair price. If, at this date, it could be shown that Humphrys had fulfilled all the duties which attached to his confidential relationship towards Mrs. Hubbard, the fact, that he subsequently made a considerable profit on the transaction would not render it void and unenforceable. Humphrys says that he was astonished when a few days later Emory offered $11,000, and in return the appellant Company $11,200.

On the other hand, it is no answer that he had underrated the fair sum to be inserted in the option, since Mrs. Hubbard was entitled to know fully all the factors, which in such a case would be of importance to her in coming to a conclusion what the sum should be. The conclusion is that Mrs. Hubbard did accept