that a fair price was given, and of course that no kind of advantage was taken by the solicitor:" p. 313. Further on he proceeds to point out the rule as regards gifts, thus: "In the case of a gift the matter is totally different, and it appears to me that there is a far stricter rule established in this Court with regard to gifts than with regard to purchases, and that the rule of this Court makes such transactions, that is, of gifts from the client to the solicitor, absolutely invalid:" p. 314. And on p. 315 he says that in the opinion of Lords Thurlow, Erskine and Eldon, "it is not open to the attorney to show that the transaction was fair." In *Walmsley* v. *Booth*, 2 Atk. 25, Lord Hardwicke at first refused to set aside a bond obtained by an attorney from his client as a gratuity, on the ground that the client was a man not in the least likely to be imposed upon, but on appeal he reversed his own decree; and in *Kenney* v. *Brown*, 3 Ridg. P.C. 462, a gift to a solicitor by his client of a part of the estate, which was the subject of a suit carried on by the attorney, was set aside.

In *O'Brien* v. *Lewis*, 4 Giff. 221, a solicitor claimed a sum of £300 on the ground that he had been directed by his client to retain that sum as a gift, but it appearing that the direction had been given during the existence of the relationship of solicitor and client Stuart, V.C., held the gift to be invalid, and on appeal this decision was affirmed (32 L.J. Chy. 569,) Lord Westbury saying in the course of his judgment on the appeal:—"The law treats the relation between solicitor and client in a peculiar manner. It has laid down certain rules and scales of charges, by which the services of a solicitor are to be remunerated, and it imposes on him an obligation not to bargain with his client while the relation exists for any additional benefit beyond that legal remuneration." In this case the gift was made in 1852, and the suit to set it aside was not commenced until 1861, and it was held that the delay afforded no defence.

The recent case of *Tyass* v. *Alsop*, 59 L.T.N.S., 367, was somewhat similar in its facts. There a client out of gratitude to her solicitor in recovering a large sum of money, between £4,000 and £5,000, voluntarily directed the solicitor to retain £1,000 out of the fund, as a present, over and above his taxed costs; but Kekewich, J., had no difficulty in deciding that the gift could not be upheld, and the solicitor was ordered to pay over the £1,000 with interest to the plaintiff who was the personal representative of the donor, who had died three years after the gift, and who, previous to her death, and after the relationship had ceased, had expressed her willingness to abide by the gift. Kekewich, J., says: "In order to sustain such a gift you must have something done after the confidential relation has ceased, amounting to a release of the client's right to set aside the gift. Now there is nothing whatever in this case except the bill of costs delivered in 1882, and £95 paid as balance, and the girl's acceptance, without insisting upon a claim to the £1,000, and what passed on the 27th April. As regards the first event there is nothing of an active character in it. What happened on the 27th April is far more important. She came not, as I said, as a client, but as a person in distress, and she did refer to the gift of £1,000 as something she meant to abide by. But suppose she had changed her mind next day, could Messrs. Alsop,