

of confidence, and it is one of universal application; and the cases in which the jurisdiction has been exercised—those of trustee and *cestui que trust*, guardian and ward, attorney and client, surgeon and patient—are merely instances of the application of the principle."

Gifts from clients to their solicitors, made while the relation of solicitor and client subsists between them, are, as a rule, absolutely void. The leading authority on this point is *Middleton v. Welles*, 4 Br. P.C. 245; 1 Cox 125. In this case the client was a poor man, of intemperate habits, and of eccentric character, who, by the unexpected death of his cousin intestate, became heir to his estate, which was of considerable amount. A firm of solicitors informed him of his succession to the estate, and accompanied him to obtain—and did obtain on his behalf—letters of administration to the estate. Shortly afterwards they procured him to execute a transfer of the estate to them, they agreeing to pay him an annuity of £52 during his life. The deed recited that the intestate had intended to benefit the solicitors by making a will in their favor, and that the client desired to effectuate this alleged intention of his deceased cousin, but of the truth of this recital no evidence was given. The deed was read over to the client, and explained by an independent solicitor, who was called in by the donees for the purpose, and this solicitor testified that the client seemed perfectly to understand the matter and acted voluntarily. The client died during the same year, and the action was brought by his representatives to set aside the transaction. The judgment of the House of Lords is very briefly reported; but from the head-note it would appear that their Lordships adopted the argument of counsel for the plaintiffs, and laid down that it is an established rule in Courts of Equity that no gift or gratuity to any attorney beyond his fair professional demands, made during the time he continues to conduct or manage the affairs of the donor, shall be permitted to stand; and more especially if such gift or gratuity arises immediately out of the subject then under the attorney's conduct or management, and if the donor is at the time ignorant of the nature and value of the property so given.

When the case was originally before Lord Thurlow, L.C., he said: "In the case of attorneys it is perfectly well known that an attorney cannot take a gift while the client is in his hands, nor instead of his bill; and there would be no bounds to the crushing influence of the power of an attorney who has the affairs of a man in his hands, if it was not so."

In *Tomson v. Judge*, 3 Drew. 306, a deed of land made by a client to his solicitor, purporting to be made in consideration of £100, but which the solicitor admitted to have really been made as a gift, was set aside. Kindersley, V.C., thus lays down the law: "Now, as to the case of purchases by solicitors from their clients, there is no rule of the Court to the effect that the solicitor cannot make such a purchase. A solicitor can purchase his client's property even while the relation subsists; but the rule of the Court is that such purchases are to be viewed with great jealousy, and the onus lies on the solicitor to show that the transaction was perfectly fair; that the client knew what he was doing, and in particular