

release taken of all *Bridge's* right, for even if, contrary to what is stated in the bill, the broken front had never been vested in *Bridge*, then *Bridge's* son had no interest to release; and the deed taken from him could no more affect this land than any other land in the province, or than a release taken from any other person.

1862.
Henderson
v.
Graves.

In truth, if any one has been injured by the transaction of Messrs. *Smith & Henderson* it is either *Thomas Bridge*, (or the creditors of his bankrupt estate,) from whom a release was obtained for £25, which, if he had not been told it was intended for the benefit of those who he may have supposed held the legal title, he might not have parted with for any thing like that small sum.

That Messrs. *Smith & Henderson*, however, knew no more than he did, until some years afterwards, that *Bridge's* father had actually received a deed, seems clear on the evidence; and therefore that fact could not have influenced the transaction.

Judgment.

The plaintiff according to his own statement in his bill, has no more interest in the subject of this controversy than any other person in whose name such a bill might have been filed without his knowledge: that he cannot have been injured in the remotest degree by any thing that has been done is certain. If, therefore, his suit is entertained it can only be for the sake of vindicating the principle that an attorney cannot be allowed to violate a trust reposed in him, or turn to his pecuniary advantage information which he has derived from a client; and I think we should not be expected to interfere on that pretence alone, where no confidence has been reposed by the plaintiff, or by any one entitled to represent him, and where no remuneration was given by him, or by his agent. A decree in the plaintiff's favour under the circumstances of this case would, I think, be carrying that principle further than it has yet been carried. In many