

It may be well to notice two or three of the very few instances in which gifts from a client to his solicitor have been upheld. *Oldham v. Hand*, 2 Ves. 259, was a case in which a large sum of money had been recovered by the solicitor for his clients, and the latter made the solicitor a present of £4,000. The case is not very fully reported, but it would seem that in the course of the suit, the parties in some way or other, which is not explained in the report, ratified the gift, which under the circumstances was upheld. But how they came to bring a suit to set aside the transaction, and then in that suit ratified the transaction they sought to impeach; and how it was that after the ratification the case came to be submitted to the judgment of the Court, is not apparent from anything that appears in the report itself. On the whole, therefore, this case appears to be *sui generis*, and cannot be considered as an authority establishing any general principle. In *Harris v. Tremeneere* 15 Ves. 34, the suit was brought by the representatives of a deceased client to set aside certain leases granted by him to his solicitor, who was also a distant relative. Some of the leases were purely voluntary gifts made by the client to the solicitor on the former receiving an accession of fortune. One had been purchased by the solicitor from the client, and another had been granted by the client under the following circumstances: The solicitor being about to be married, wrote to his client offering to purchase the leasehold as a provision for his intended wife; but the client refused to sell, and instead, insisted on making a gift of the lease. This last transaction and also the gifts of the other leases were upheld, but the lease purchased was set aside on the ground that there was not sufficient evidence that it was a proper bargain, and that a fair consideration had been paid.

(to be continued.)

COMMENTS ON CURRENT ENGLISH DECISIONS.

CONTRACT—BOND—CONSIDERATION PARTLY ILLEGAL—CONTRACT INTENDED TO AFFECT THE COURSE OF CRIMINAL PROCEEDINGS.

Lound v Grimwade, 39 Chy. D. 615, is an illustration of the doctrine that where a contract is founded on a consideration which is partly illegal, it is void altogether. In this case the plaintiff gave the defendant's assignor a bond to secure £3,000, the consideration for which was that the plaintiff should be free from any legal proceedings or other consequences, for having introduced one Connor to the defendant's assignor, through whom he had lost money; and the plaintiff also gave the defendant's assignor a mortgage as collateral security for the bond. The action was brought to set aside the securities as having been given under duress, but the evidence, though it failed to show any duress, nevertheless established that the consideration for the securities included stipulations that certain criminal proceedings which were pending against Connor should be conducted in such a way either that the plaintiff's name should not be mentioned, or that if mentioned he should be exonerated from all blame in connection with the transaction; and it was held by Stirling, J., that