

solicitor was impeached, and the defendants pleaded that after the making of the deed the client had by his will, reciting that certain of his relatives had threatened to dispute the conveyance, thereby ratified and confirmed the conveyance, and for the further confirmation thereof did devise the land in question to the solicitor. The plea did not allege any facts showing how the will had been made, or that the testator had any independent advice in making the will, but on demurrer it was held good. On appeal, it was argued for the plaintiffs that the conveyance itself, being voidable by reason of the alleged fraud, was not susceptible of being confirmed by a simple instrument, such as the will set up, which, it was argued, was evidently obtained by the solicitor exerting the same undue influence; and, to use the language of the Court in an old case, was "a contrivance only to double hatch the cheat": *Wiseman v. Beake*, 2 Vern. 121. Under such circumstances it was contended a Court of Equity imposes an obligation on the party deriving a benefit from the instrument of confirmation, to show by the clearest evidence that the act of confirmation was done with all the deliberation that ought to attend a transaction, the effect of which is to ratify that which in justice ought never to have taken place. But Lord St. Leonards says, at p. 631: "It is beyond dispute that a man may, if he pleases, confirm a voidable conveyance; and if a client dealing with his solicitor executes a voidable instrument, and afterwards chooses to confirm it by will, he clearly may. The difference between the confirmation of such an instrument by a contract between the same parties, and a testamentary disposition, is that when a client deals with an attorney, and the latter commits what may be considered a fraud in this Court, and then induces the client to confirm that dealing, the attorney has to show that the confirmation was made by the client with a full knowledge of his rights to set aside the conveyance. I have nothing to do with such a case, nor do I wish to disturb the decisions on that head; but here there was no such dealing: the party was disposing of his own property by will in favor of a person with whom he had previously been dealing, and it was equally competent for him to have disposed of the same property in favor of any other individual. It was a testamentary act, it was not a matter of contract, and the will is therefore the guide under which the Court must act; the testator has devised the estate in express terms, and my opinion is that if he had not so devised it, but had simply said, referring to the prior conveyance, 'I confirm it,' that alone would have been a valid confirmation."

It will be seen from the passage cited that, in the opinion of Lord St. Leonards, a vital difference exists between a confirmation of a voidable deed or gift, by contract, and a confirmation by will. In the latter case he virtually held that it was unnecessary to show that the will was made by the testator when free from the influence and control of the solicitor to whom the voidable conveyance had been made; but, in view of the general tenor of the authorities, it is perhaps doubtful whether this position can be maintained to its full extent: See *Waters v. Thorn*, 22 Beav. 549.

The Court will not interfere with mere trifling benefits conferred by a