

it to have been so considered at that time; for they say, in their answer, that, as they have been advised, the plaintiff's acknowledgment of the lease to Bryden did not operate as a bar of her \* dower; but merely as a suspension of execution during the term; and that the right to dower might have been deter- **222**  
 mined in those suits. But these defendants, not satisfied with telling us of the advice they had obtained, as to this apparent difficulty, have drawn forth that which was given to the plaintiff upon the same subject.

The policy of the law does not permit a solicitor to divulge the secrets of his client. Such confidential communications are not to be revealed at any period of time, either before or after the suit has been brought to an end, or in any other suit; for, as to all such matters his mouth is shut for ever. *Vaillant v. Dodemead*, 2 *Atk.* 524; *Sandford v. Remington*, 2 *Ves. Jun.* 189; *Richards v. Jackson*, 18 *Ves.* 472; *Parkhurst v. Lowten*, 3 *Mad.* 121; *Arnot v. Biscoe*, 1 *Ves.* 95; *Wilson v. Rastall*, 4 *T. R.* 753; *Bul. N. P.* 284. A solicitor may refuse to act further for his client, but he cannot go over to the opposite party. *Cholmondeley v. Clinton*, 19 *Ves.* 272. But this obligation of secrecy is the privilege of the client, not the incompetency of the solicitor. In this case, the defendants have called on the plaintiff's solicitors to tell of their advice and opinions to their client; and the plaintiff has not objected. She has waived her privilege. Hence her solicitors are legal and competent witnesses. It appears by their depositions, that their recollection of facts and occurrences which happened at the time of the agreement, about the two former dower suits, is very obscure and general. But there is no ambiguity in their letter of the 28th of September, 1816.

Their advice respecting this estate called the Fountain Inn, is remarkable; it is expressed in these words:—"We are of opinion you have no title of dower during Bryden's lease; having relinquished your dower therein during said lease, which will expire in 1821. Whether upon the termination of said lease, you will be entitled to dower, is a question of some difficulty; and, perhaps, can only be solved by some further proof in point of fact relative to the nature and effect of the contract between the late Judge Chase and Bryden." And, after some further observations as to this contract, they say:—"We do not think, that this difficulty should prevent a settlement as to the residue of the property in which dower is asserted; in relation to which, we have reason to believe, no opposition will be made to your claim. If, before the lapse of five years, the question, as to Bryden's property, should not be settled, the question between you will be narrowed down to a single point, in the adjustment of which we suppose no great \* difficulty can take place." After the receipt of this advice **223**  
 the plaintiff signed the agreement S. M.