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EQUITY — FIDUCIARY OR CONFIDENTIAL RELATIONS — WHAT CONSTITUTES. — The existence of a fiduciary or confidential relation between the parties at the time of entering into a contract is a matter of much importance. If there is such a relationship, the utmost good faith and frankness must characterize all transactions between the parties. There is not much dispute as to the effects of a confidential relation, but its existence is not always easy to establish. Story says:

"Though of strictly differing signification, the phrases 'fiduciary relations' and 'confidential relations' are ordinarily used as convertible terms and have reference to any relationship of blood, business, friendship, or association in which the parties repose special trust and confidence in each other and are in a position to have and exercise, or do have and exercise, influence over each other."

1 Hinkle v. Hinkle, 34 W. Va. 142, 11 S. E. 993 (1890); Planters' Bank v. Hornberger, 44 Tenn. 443, 4 Coldw. 520 (1867).
2 Story's Equity Jurisprudence, (14th ed. 1918) § 370.