

in the present case, there was no attempt to comply with its provisions.

*J. W. Bain, K.C., and M. Lockhart Gordon, for defendants.
H. Cassels, K.C., for the plaintiff.*

Province of Manitoba.

KING'S BENCH.

Robson, J.] WOLFSON *v.* OLDFIELD. [June 27.

Fraud—Principal and agent—Real Property Act, R.S.M. 1902, c. 148, ss. 71 and 76.

Held, 1. It is a fraud sufficient to vitiate the sale for a real estate agent to lead the owner of land to confide in him as his agent, to get the best possible price for the property and to allow him to close a bargain on his behalf when, as a matter of fact, he, the agent, was at the same time acting as agent for the purchaser in an endeavour to get the property at as low a price as possible, without disclosing that fact to the owner.

2. The purchaser cannot under such circumstances, although ignorant of the fraud, be allowed to retain the benefit of the transaction procured by his agent. *Pearson v. Dublin Corporation* (1907), A.C. 351, followed.

3. Such conduct on the part of an agent is fraud within the meaning of that word as used in ss. 71, 76 of R.S.M. 1902, c. 148, and therefore the procuring by the purchaser of a certificate of title under that Act for the property would not prevent the vendor from having the sale set aside and the property ordered to be reconveyed to him upon payment of moneys received.

Phillips, Whittle, Dennistoun, K.C., P. C. Locke, Hoskin, and Montague, for the various parties.

Macdonald, J.] REX *v.* BARNES. [July 19.

Criminal law—Criminal Code, s. 778, s.-s. 2 as re-enacted by 8 & 9 Edw. VII. c. 9—Summary trial—Offer of election made by magistrate's clerk for him—Warrant of commitment—Criminal Code, s. 1121.

Held, 1. The offer of the magistrate to a prisoner of his right