

sum of \$10 on house and lot number (describing it) sold by Mr. J. S. for \$350 by paying \$50 to Mr. S. allowing one-half for lawyers' fees also paying water rates. Balance \$40 on house':—

Held, that it might properly be inferred from this receipt that E. G. was the purchaser and that the price was \$400 and that had the matter rested there the receipt would have been a sufficient memorandum; but that the omission of the admitted terms as to taxes and interest was fatal to its sufficiency.

Judgment of TEETZEL, J., reversed.

Notice to a solicitor acting for a would-be purchaser of a prior agreement for sale is notice to the client, who cannot upon an agreement for sale being entered into with him claim the benefit of the Registry Act.

DuVernet, and *W. L. Ross*, for appellant. *Mabee*, K.C., for respondent.

Divisional Court.]

[May 15.

IN RE LUMBERS AND HOWARD.

Overholding tenant—Alterations in lease—Summary adjudication.

In proceedings under the Overholding Tenants' Act the County Court judge has power to determine summarily such a question as the validity of alterations appearing in the copy of the lease in question produced by the tenant, although there is a direct conflict of testimony as to the time when and the person by whom the alterations were made. He is not bound to refuse to make a summary order and thus to force the landlord to bring an action.

Order of MACMAHON, J., affirmed.

W. H. Blake, K.C., for appellant. *Watson*, K.C., for respondent.

Province of Nova Scotia.

ELECTION CASES.

Weatherbe, C.J.]

[May 12.

SHELburnE AND QUEENS ELECTION.

Dominion Election Act, 1891, c. 20, s. 8—Service of petition—Service out of Canada—Double service—Actions in rem and in personam contrasted.

A petition was presented against the return of Hon. W. S. Fielding, Minister of Finance, on Dec. 12, 1904, who at the time