

2. B. was not affected with notice of what the solicitor knew because it was something that he was interested in not telling and he was not employed by B. to examine the title for her. The rule as to a client being affected with notice of what his solicitor knows arises only from the presumption that, as it is his duty to tell the client everything pertinent that he knows, he will do so, and this presumption is rebutted when it would clearly be against the solicitor's interest to tell.

3. Under our registry laws there is nothing in the third objection.

4. The circumstances constituted sufficient notice to B. to put her on inquiry and prevent her from relying on the defence that she was an innocent purchaser for value without notice.

*Scmble*, such a power of sale could not be exercised by a quit claim deed or by a deed exchanging the land for other land. *Smith v. Speers*, 22 O.R. 286, not followed.

B. was held to be entitled to be placed in the position of an assignee of the mortgage from plaintiff to McK. and an order was made for judgment in the plaintiff's favour subject to his paying off the mortgage within six months, and for foreclosure against him in case of default. No costs of the sale proceedings or of this action to be added to the mortgage debt or paid by the plaintiff. McK. to pay costs of the action to the plaintiff and to defendant B. No other costs to be payable by or to any of the parties.

*E. Anderson*, for plaintiff. *D. A. Macdonald*, for McKinstry. *A. E. Wilkes*, for Barker.

Richards, J.]

MURRAY T. SMITH.

[May 5.

*Vendor and purchaser - Misrepresentation - Secret profit paid to purchaser's agent by vendor - Rescission.*

In Sept., 1900, the defendant, an immigrant, recently arrived in Manitoba, went to Dauphin bearing a letter of introduction from the Immigration Commission at Winnipeg to Charles Tomlin, an official stationed at Dauphin, whose duties were to help immigrants to get settled to the best advantage and give them the benefit of his experience and knowledge of the country and of the prices of land. On defendant's arrival he was met by Tomlin who invited his confidence and promised to act in his best interests in the purchase of a farm. Defendant placed full reliance in Tomlin and on his advice entered into an agreement for the purchase of a farm belonging to plaintiff for the sum of \$1,850, paying \$250 cash and covenanting to pay the balance out of the proceeds of the future crops to be raised from the land with interest at eight per cent. per annum. Tomlin received from the plaintiff the sum of fifty dollars out of the cash paid by defendant, but this was not found out by defendant until the trial of this action. The plaintiff's price for the land, as quoted to Tomlin when he first spoke to the plaintiff about getting a farm for defendant, was only \$1,800. The plaintiff also represented to defendant that