

or were acting, or had a right to act, on their own account, and the plaintiff founds on this admission the argument that they do thereby in effect acknowledge themselves to have been all the time acting for him *George Graves*, because he was in fact the heir.

1862.
Henderson
v.
Graves.

But I think it is right to consider that the attorneys had been from the first uncertain who was the living heir of *Adam Graves*, and that while they were acting for the heir, it is clear they make the admission in that sense, and subject to the uncertainty who the heir might be.

It is no doubt right to look upon them as acting professionally for the heir of *Adam Graves*, who, as they had ignorantly assumed, but not in consequence of any instruction or information derived from him or his agent, represented this property. It is clear, too, on the evidence that when Mr. *Smith* in July, 1849, took the release from *Bridge* of all his interest, he professed to take it on behalf of the heir, and to fortify his supposed title. It is true he did not insert any words in the deed that gave any intimation of such a trust, but he admits it fully. "I stated to Mr. *Bridge*," he says, "that I had been employed to bring actions for the property; that I had discovered that he had a title, and if he conveyed it to me, I would convey it to the heir. I subsequently conveyed it to *James Graves*, at the request of his sister, who introduced him to me, thinking he was the heir."

Judgment.

The plaintiff insists that as Mr. *Smith* has admitted that he took the conveyance for the heir, and as he the plaintiff was in fact the heir, that he took the conveyance in trust for him, *George Graves*, and that he has violated that trust by conveying to the plaintiff's brother. Messrs. *Smith & Henderson*, on the other hand, insist that the conveyance was made to the person whom they had reason to believe to be the heir, in consequence of the