

tempted, through the agency of A., to obtain a transfer of the rights of a band of Indians in the Kitsilano Reserve. About a year afterwards C. became interested in the matter and arranged with R., a solicitor, that they should undertake to obtain the required transfer on the understanding that any profits made out of the transaction should be equally divided between them. Long negotiations with the band took place without any definite result, when, without the consent of C., through the intervention of A., the transfer was obtained and R. received a sum of money from A. as a share in the profits realized on carrying the transaction through. In an action by C. to recover one-half of the amount so received by R.,

*Held*, affirming the judgment appealed from (20 B.C. Rep. 365), that throughout the whole transactions the fiduciary relationship of solicitor and client had continued between R. and C. and, consequently, that R. was obliged to account to C. for what he had received from A. as remuneration for services in connection with the business which they had jointly undertaken in order to obtain the transfer of the title from the Indians.

Appeal dismissed with costs.

*J. A. Ritchie*, for appellant. *J. W. deB. Farris*, for respondent.

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Alta.]      BOULEVARD HEIGHTS v. VEILLEUX. [Nov. 2, 1915.

*Construction of Statute—Sales of Subdivided Lands—Registration of Plans—Prohibitive Sanction—Land Titles Act, 6 Edw. VII., c. 24; 5 Geo. V., c. 2 (Alta.)—Retrospective Legislation—Illegality of Contract—Rescission—Recovery of Money Paid—Right of Action—Practice—Pleading—Appeal.*

The effect of the amendment of the Alberta Land Titles Act, 6 Edw. VII., c. 24, by 1 & 2 Geo. V., c. 4, adding the seventh subsection to s. 124 of that Act, is to prohibit sales of land subdivided into lots according to plans of subdivision until after the registration of the plans in the proper lands titles office and also to render any sales made in contravention of the prohibition inoperative.

The vindicatory sanction of invalidity imposed by the statute is directed against the vendor and where there is no presumption of knowledge of the invalidity on the part of the purchaser he cannot be deemed in *pari delicto* with the vendor and is not de-