

Counsel for the appellant urge these grounds of appeal:— (1) That the notice which Bowerman had through the solicitor was constructive merely, and therefore insufficient to deprive the client of the protection of the Registry Act. (2) That from the receipt of 10th October it is not possible to glean with certainty the terms of the agreement between the parties. (3) That the receipt does not shew Edwin Green to be the purchaser. (4) That, it being admitted in evidence that the receipt does not contain all the terms of the bargain, it is not a sufficient memorandum to satisfy the requirements of sec. 4 of the Statute of Frauds.

Upon the first point the evidence amply supports the findings of the Judge that the solicitor acted as solicitor for Bowerman, and that he had full knowledge of the prior sale to plaintiff. He obtained this knowledge in the very transaction in which he represented Bowerman. If he kept Bowerman in ignorance of plaintiff's position, he did so in breach of his duty, and for the sinister purpose of enabling Bowerman to advance a plea of want of notice. In this he cannot succeed. Actual notice to the solicitor had in the transaction in which he represents his client, is actual notice to that client.

The remaining grounds of appeal rest on the Statute of Frauds.

The trial Judge thought it plain, upon the receipt, that the contract was for a sale at \$400, of which \$350 was to be paid by the assumption of the existing mortgage and \$50 in cash. I find no difficulty in deducing such a contract from the receipt. In my opinion, it admits of no other construction. The second ground of appeal is, therefore, untenable.

It is true that Edwin Green is not in this receipt described as the purchaser. But neither does anything appear to suggest that he is making payment in any representative capacity. Prima facie he is paying upon his own account, and therefore as purchaser. In *Evans v. Prothero*, 1 De G. M. & G. 572, a similar receipt was the sole memorandum. No exception was taken to it upon this ground. It can hardly be supposed that a point so obvious, if at all tenable, would have entirely escaped the attention of counsel, who, for want of anything better, were driven to rely upon the absence of a stamp upon the receipt as their