

copy of the cheque produced, there was no bill, and there can be no binding settlement without a bill: *Re Bayliss*, [1896] 2 Ch. 107. It is fair to assume that this retainer was a factor in the settlement, if settlement there was, and the client would not be bound by it.

As to the suggested inability of the solicitor to prepare a bill—on the material this is not proved as a fact, and, if it were, it would not afford any excuse.

Even if there had been a valid agreement, the solicitor owed a duty to his client to keep a proper record of the business done, as the preparation of a party and party bill might have been assumed to be, in the event of success, necessary in the client's interest. See *Re Ker*, 12 Beav. 390, and *Re Whiteside*, 8 Beav. 140; *Knock v. Owen*, 35 S.C.R. 168, 172. Order to go for attachment, but not to issue for two weeks.

*R. Mackey*, for applicant. *Meek*, K.C., for solicitor.

## Province of Manitoba.

### COURT OF APPEAL.

Full Court.]

[June 6.

WHITLA v. RIVERVIEW REALTY CO.

*Vendor and purchaser—Agreement for sale of land—Rescission—Specific performance—Right to recover back money paid on cancelled contract.*

Appeal from judgment of MACDONALD, J., noted vol. 45, at p. 573, dismissed with costs. HOWELL, C.J.A., dissenting.

### KING'S BENCH.

Mathers, C.J.]

MARTIN v. BROWN.

[May 4.

*Principal and agent—Implied obligation of agent—Improper use of information obtained during employment—Breach of confidence.*

The plaintiff, being employed as agent of the defendants on commission to procure orders in a defined territory for the pur-