

investing it. From the commencement of the partnership down to March, 1883, after which time the breach of duty occurred, the account of the plaintiff was kept in the books of the firm, charges for services rendered were made against her, though not for the management of her affairs, or for services in making investments, and conveyancing charges were also made against borrowers from her funds, and the profits went to the account of the partnership.

The evidence shewed that the plaintiff insisted upon dealing with R. as her special adviser and solicitor; that she disliked W., and never consulted him as to her affairs; and that she wished her affairs to be kept as far as possible from the knowledge of anyone but R.

It also appeared from the evidence that R. was to share in the profits arising from the investment which resulted in the loss of the plaintiff's money, and that he did not make any charge for services in connection with it. Another fact shewn was that R. during part of the period of partnership kept the plaintiff's account in a book which he called his private ledger.

Held, (reversing the judgment of *Boyd, C.*) that in making the investment R. was acting as solicitor for the plaintiff, and that he and his partner W. were both liable for the breach of his duty; and that none of the circumstances mentioned above operated to absolve them from liability as solicitors.

Seem, that in this Province the business which is called "scrivener's business" is a part of the ordinary business of a solicitor. *Thompson v. Robinson and Wilson*, 662.

SPECIFIC PERFORMANCE.

Contract for sale of land—Statute of Frauds—Written offer by purchaser not addressed to vendor—Contract completed by correspondence and initials on offer book.—An offer to purchase land was written and signed by the defendant in an offer book kept by a firm of land agents, who were authorized by the plaintiff to sell the land, and was verbally accepted by the agents.

The offer was not addressed to any one, but the book was marked on the back with the initials of the agents. Previous to this offer, letters had been written between the defendant and the agents, in which an offer at a lower price was made and refused for the same land. After the second offer was accepted, the defendant's solicitors corresponded with the agents of the plaintiff about the title, referring in their first letter to the land which the defendant had purchased from the agents.

Held, that the initials on the book might be read into the offer to supply the name of the vendor, and that these, with the correspondence, constituted a sufficient agreement within the Statute of Frauds to bind the defendant. *Kennedy v. Oldham*, 433.

SPECULATION.

As a cause of dismissal.—See *MASTER AND SERVANT*, 2.

STATUTES.

8 Anne, ch. 14, s. 1.]—See *LANDLORD AND TENANT*, 5.

26 Geo. II, ch. 33.]—See *HUSBAND AND WIFE*, 1.