

the proposition that a 'solicitor' who produces a deed means what the section says, 'a solicitor'; if this is not so, it is difficult to see the object of passing an Act rendering it necessary for a purchaser to see the evidence of the retainer of the solicitor instead of his authority to receive the money. It looks rather like a trap for the unwary public." It does, indeed, and we trust that it will be removed from the public's pathway by the expert draftsman who will no doubt be employed by the provincial government, in case they should see fit to introduce a short bill on the lines of the Imperial Act, which has proved its usefulness to the public and profession for a quarter of a century.

In the meantime, of course, it must not be forgotten that until such an Act is passed, the conveyancer who wishes to be absolutely safe must observe the rule in *Viney v. Chaplin*, a case which is well worth perusal, not only for this reason, but also because it affords a most striking object lesson of that line of conduct which it behoves a vendor's solicitor with all diligence to avoid.

It was well observed by the Lord Chancellor in his judgment in that case that "sales and purchases are generally conducted with mutual confidence, each party is anxious for the completion of the transaction, and unwilling, therefore, to interpose any unnecessary obstacles, and in general no necessity exists for any unusual precautions." In this case, the purchaser's solicitor insisted, apparently not altogether without reason, on precautions which the vendor's solicitor thought not merely unreasonable, but unjustifiable by the law and custom of conveyancing. Hence arose a very pretty solicitor's quarrel, interchange of letters growing hotter and hotter, at last resulting in vendor's solicitor bringing an action at law for payment of purchase-money, an aggressive move, which was promptly met by the purchaser's suit in equity for an injunction and specific performance. In the general result, the parties came to a substantial agreement, except as to the costs of these actions, the burden of which, after learned and elaborate argument, was cast upon the unfortunate vendor. One is glad to see that his solicitor gave the Court an assurance that he did not intend to make any demand for costs