

These authorities make it clear that a full week should have elapsed between the dates of any two insertions, that is, that the days of publication must, in the calculation of the week, be excluded.

In another respect also the sale was irregular. The agreement provided that the defendant Grice should first realise on the 500 shares owned and held by him; secondly, on the 500 shares transferred to him as security; and, thirdly, on the 100 shares; but the sale attempted to be made by Grice to Naylor was of the second 500 shares before a sale of the first 500 shares had been effected. Down to the time of action the first 500 shares had not been sold.

It has been contended that the defendant Naylor is a purchaser for value without notice, and is not affected by any irregularities in the manner of exercising the power or conducting the sale.

I think he cannot thus protect himself or uphold the sale. He made his offer of \$100 to Grice's solicitor, who, acting for Grice, had issued the advertisements for tenders and who was conducting the sale proceedings. This same solicitor acted for Naylor in the transaction and prepared for him the offer of \$100, and Naylor left with him or paid him the \$100 offered, which at the time of the trial had not been paid to Grice.

Naylor's solicitor had full knowledge of the requirements of the power of sale, and was familiar with the sale proceedings. The solicitor's knowledge was Naylor's knowledge, and he cannot successfully contend that he was not affected and bound by it.

Even in a case where a power of sale is so framed as to relieve the purchaser from all obligation to make inquiries, yet, if the circumstances which put in question the propriety of the sale are brought to his knowledge, and he purchases with that knowledge, he becomes a party to the transaction which is impeached: *Jenkins v. Jones*, 2 Giff. 99, at pp. 108-9.

There are other reasons, too, which lead to the conclusion that the sale cannot be upheld.

Naylor's evidence shews that he knew practically nothing about the defendant company, that he knew nothing about its assets, its contracts or its operations, and he says that the defendant Grice told him that its stock was of little value.

Naylor's occupation was that of a plasterer, working at his trade for other people. He had never before been engaged in a transaction of this nature. His brother-in-law, Lawson, was Grice's representative on the board of directors of the defendant