

grantee. North, J., held that it had, and the new trustee was a "trustee for performing the trust" within the meaning of the Trustee Act, 1893.

PRINCIPAL AND AGENT—SALE OF LAND BY AUCTION—AUCTIONEER, IMPLIED AGENCY OF—CONTRACT—SIGNATURE OF BY AUCTIONEER'S CLERK ON BEHALF OF PURCHASER—REVOCATION—STATUTE OF FRAUDS.

*Bell v. Balls* (1897), 1 Ch. 663, is one more case to be placed to the credit of the Statute of Frauds, that ever perennial fountain of litigation. The action was for specific performance of a contract for the purchase of land, and the case turned on whether the contract had been signed so as to bind the purchaser (the defendant). The facts were that the defendant attended a sale by auction of the lands in question, and became a bidder, and the property was knocked down to him: he left the auction room without signing the contract, and, upon being subsequently applied to, to sign it, refused; alleging, in effect, that he had merely bidden as a puffer at the request of the auctioneer, and not with the intention of buying. In the meantime a formal contract had been filled up by the auctioneer's clerk, commencing "I, George Balls," and the question was whether this memorandum was sufficient to bind the defendant, notwithstanding the defendants' refusal to sign it. Stirling, J., held that although the auctioneer himself might have bound the defendant by signing the contract, yet that he had no power to delegate the authority to his clerk, and that the memorandum drawn up by the latter was therefore not binding on the defendant, he not having by word or sign authorized him to sign on his behalf. A week after the sale, at the request of the vendors, the auctioneer himself had filled up and signed on behalf of defendant a contract, but this was also held not to be binding on the defendant, on the ground that the auctioneer's implied authority to sign for a purchaser can only be exercised at the time of the sale. This conclusion was arrived at apart from the question whether a purchaser can at the sale revoke the auctioneer's authority to sign for him at any time before he has actually done so, although the learned Judge does say, that he shares with Lord Romilly his reluctance to hold that upon a sale by auc-