

Notwithstanding that the term "sell" is ordinarily used in listing property with a broker in order to find a purchaser, it will be inferred that the intention was merely to authorize the broker to find a buyer, unless there is something to indicate that there was an intention to give authority to sell: *Boyle v. Grassick*, 2 W.L.R. 284, reversing 2 W.L.R. 99.

Power to enter into a contract of sale on behalf of a principal is not conferred on a real estate broker by listing with him land for sale under an agreement not containing an express authorization to conclude a contract of sale, where the owner reserved the right to sell the land either by himself or through other agents, notwithstanding the agreement authorized the agent "to list the property for sale," or "sell it," since such limitation was an intimation that the agent's authority was confined to securing a purchaser: *Schaefer v. Millar* (Sask.) 11 D.L.R. 417.

A real estate broker who was told that if he could sell a piece of land within three days, for a stipulated sum on the terms specified, he would receive a given commission, was not thereby empowered to enter into a contract of sale on behalf of his principal: *Gilmour v. Simon*, 37 Can. S.C.R. 422, affirming 15 Man. L.R. 205. So, a statement by a landowner, in reply to a letter from a real estate agent inquiring whether \$1,200 would be accepted for the land, that \$1,275 was the least it would be sold for, does not confer authority on the agent to make a binding contract of sale: *Bradley v. Elliott*, 11 O.L.R. 398. Nor is such authority conferred by a letter to an agent requesting him to call on the writer's tenant with a proposition to sell him the demised premises for cash, and stating that if a sale was made, that the necessary papers would be sent the agent: *Ryan v. Sing*, 7 O.R. 266. And a real estate agent is not empowered to make a contract for the sale of land by virtue of a letter from his principal giving his price and terms of payment, in which he stated that he would refer all inquiries concerning the land to the agent; but directing the latter to send him all the necessary papers for execution if a purchaser was found: *Margolis v. Birnie* (Alta.), 5 D.L.R. 534. To the same effect see *Williams v. Hamilton*, 14 B.C.R. 47. Nor is such power conferred by verbal instructions to a person who had previously managed property for the owner, to endeavour to find a purchaser: *Doyle v. Martin*, 3 A.L.R. 184.

Power to enter into a contract of sale is not conferred on an agent by a request to procure a purchaser, and to insert particulars in a monthly circular issued by him, until further notice: *Hamer v. Sharp*, L.R. 19 Eq. 108; nor by instructions to find a purchaser and negotiate a sale: *Chadburn v. Moore*, 61 L.J. Ch. 674. And instructions for an estate agent to put property on his books, with the owner's lowest price, as for sale, is insufficient for such purpose: *Prior v. Moore*, 3 Times L.R. 624. Nor may an agent enter into such an agreement under instructions contained in an advertisement of the sale of land directing prospective purchasers to apply to him in order to view the land and to treat regarding it: *Godwin v. Brind*, 17 W.R. 29.