

October, 1844, between the plaintiff of the one part and *Ramsay Crooks* of the other part, by and with the assent of *James Crooks* and *Mary Crooks*, after in part reciting the decree in the first suit and the debt to *Ramsay Crooks*, it was agreed, that the plaintiff should sell to *Ramsay Crooks* a large portion of the estate which the plaintiff had derived from *William Crooks* deceased, for the sum of £2725. The articles expressed that this sale was to be carried out with the approval of the Master, and provided for conveyances by all proper parties so soon as the necessary proceedings should have been completed.

By articles of the same date it was declared, that the object of the above agreement was to enable *Ramsay Crooks* to sell the land and pay his debt, and that the balance, if any such should remain, was to be paid to the personal representatives of *William Crooks* upon the trusts of his will. These agreements were prepared, and their execution obtained by the respondent Mr. *Turner*.

After the execution of these instruments, and between that time and the close of 1848, various portions of the real estate were sold by Mr. *Turner*, and on such sales portions of the purchase money were received by him, amounting in the whole to £1184 6s. 10d. I purposely omit some of the sales, in regard to which the creditors have instituted other proceedings, and ask no relief upon this petition.

The petitioner alleges, that by two several letters of attorney, dated respectively in April and July, 1845, *Ramsay Crooks* did authorise Mr. *Turner* to dispose of a small portion of the real estate in those instruments specified, but that the respondent had sold various parcels of land not specified in those instruments, and without authority. Mr. *Turner* on the other hand swears that he acted under a general authority conveyed in letters, portions of which he sets out in his affidavit; and he affirms that the sales were assented to by the parties interested. Many enquiries suggest themselves, and no doubt would be material were we called upon to decide between these conflicting statements: I do not find that to be now necessary. It is admitted on all hands, that a large portion of the estate to be adminis-

1849.

Crooks
v.
Crooks.

Judgment.