

Black's answer is of 2nd December, 1903, in which he says: "I sold the lot on the authority of your letter of 24th September—took a deposit, gave a receipt therefor. Deed made out, but I don't like to be doing business in this way. If all the heirs of your late husband have signed off, the deed is all right." Black himself therefore places his authority on the letter of 24th September, 1903, and in that all that is said by the owner is: "Here is my best offer, \$1,275." That gave the opportunity to Black of accepting that offer on his own behalf or on behalf of another—but no right to close a sale without submitting the offer of the owner. That is what she says in her evidence she expected to be done (p. 37). and that is the sound legal position. True, in her later letter, after Black sends deed, she writes as if Black might sell, but she ought not to be held too strictly to her comments on what had happened, as if she were acting under advice. No authority was given except in the letter, and that cannot be rightly construed as giving plenary power to sell and conclude the bargain without reference to her. Indeed I should be disposed to think it would be open to her to resile from the offer after the long delay—it should be accepted promptly and a delay of less than a month has been held unreasonable and fatal: *Thornbury v. Bennett*, 1 Y. & C. C. C. 563.

She repudiates the sale in the letters to Black, and suspects his fidelity to her interests in dealing with the property, both in lowering the value in his letter to her prior to the sale, and in his receiving a sum for commission from the purchaser without her privity. Apart from the legal objection, I think the Court should be slow to enforce the specific performance, in the circumstances, when the land is about double the value of what the purchaser gets it for from Black. But on the want of a sufficient memorandum, I would dismiss the action and allow the appeal with costs to defendant.

As to this being not an authority to sell, the cases are collected in *Rosenbaum v. Belson*, [1900] 2 Ch. 267, and perhaps the nearest to this is *Prior v. Moore*, 3 Times L. R. 624, where the agent was told to put the lot on his list and was given the lowest price.