

ledging the receipt of a letter from Ritchie requesting time: "I have seen Mr. Sears, and he says you may have until the 1st October to dispose of the land. Hoping you may be successful in the matter, I am," etc.

Whether this letter was more than an authority to Ritchie himself may be doubted, but, even if it refers to the plaintiff's option, which in terms it does not, the extension which it is contended was given thereby was without consideration, and the document itself is not under seal. To my mind it is plain that it created no binding extension of the option, which therefore came to an end . . . on the 14th, and left Sears free to deal with any one else. There is, therefore, nothing to affect the defendant's conveyance, and the appeal must be dismissed.

GARROW, J.A. (after setting out the facts and referring to the cases cited by MOSS, C.J.O.):—My present impression decidedly is, that the printer's scroll, with the printed letters "L. S." within the scroll, is not, in this case, and on the evidence or lack of evidence, a seal or the equivalent of a seal, and, consequently, that the document is not a deed at all.

But, on the contrary assumption, it seems to me that the plaintiff is in no less difficulty. If it is a deed, it could not be altered or extended merely by parol, at least without a new consideration. The case relied on by the plaintiff, *Marcus v. Smith*, 17 C. P. 416, does not help—for in that case the extension was indorsed upon the document itself, and like it was also under seal.

Sears had a perfect right to do as he pleased with his and. . . . And if Sears had a perfect right to sell, unless he had legally bound himself not to do so, Skill had a perfect right to buy, and Mr. Cook, his agent, to be as energetic as he was in closing the purchase. The plaintiff was amply warned that the sale was about to go through, so that, unless sure of his ground, he should have acted upon the original option, and have tendered the purchase money, or at least have shewn that he was ready and willing to carry out the purchase before that option expired, but he did nothing of the sort. Nor is it even clear that he was ready and willing at any time before the expiry of what is called the extension on 1st October to pay the \$8,000 pur-