

recovery of this land." Mrs. *Graves* did not pretend that she had any authority or right to represent her son *George Graves*, in this or any other matter; and it is not shewn that she had. She did nothing more than acquiesce in Mr. *Smith's* taking the course he proposed for removing trespassers from the land, who might otherwise in time acquire a title. She was very careful to have it understood that she "would not incur expense in any shape for the attainment of that object. The only construction that can fairly be put on Mrs. *Graves's* letter is, that she had no objection to *Smith & Henderson* going on, at their own risk as to costs. "I have not heard," she wrote, "from my eldest son for many years." "For any thing I know to the contrary he may not now be in existence." And in the same letter she adds, "I am willing to accept your offer of waiting for your remuneration in establishing his title, until his return, if he ever does, or any other legal heir shall claim it."

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v.
Graves.

Judgment.

Though this is not altogether grammatically expressed, it is evident from the last words of the sentence that she gave Mr. *Smith* fairly to understand that she could not tell to whom he would have to look for remuneration for his services that were to be voluntarily rendered in the first instance; nor on whose behalf, nor for whose benefit he would in fact be acting. She could not answer for her eldest son being then in existence, but intimated that if Mr. *Smith* was willing to take his chance of being paid by him, or by the other legal heir, whoever he might be, for his professional services in turning off the trespassers, she had no objection to his going on. "Under these circumstances," she says, "you are hereby authorised to take such steps as shall conduce to the end in view." It is plain that she was not pretending to any authority to bind this plaintiff, her eldest son in any way; and it is not shewn or pretended that she had any such authority.