

ised to sign. It is quite true that would-be vendors should make their intentions clear, but the answer is they do not. There is also a curious lack of authority as to how far a solicitor can bind his client in the conduct of the sale. We imagine, for instance, that he can give further time for making requisitions; but suppose he gives this time and afterwards the vendor, being pressed by some awkward requisition with which he refuses to comply, contends that the solicitor had no power to alter the terms of the contract in this way, so that the requisition is out of time, the purchaser would be more comfortable if he could find a case in which it was held that the vendor was bound by the extension conceded by his solicitor. *Rossdale v. Denny* (post, p. 262), is also an interesting case, as it gives the imprimatur of the Court of Appeal to the principle that, where the documents relied on as constituting a binding agreement are expressly "subject to a formal contract," there is a strong presumption that those documents do not represent a concluded agreement. The Master of the Rolls guarded himself against saying that there never could be a case in which those words were employed and yet there was a binding contract. We can quite understand that there might be a case in which the context would shew that the contract was really concluded, but the parties would like it expressed in formal language. It is, of course, disappointing to anyone who thinks that the property (if he is the purchaser) or the purchase price (if he is the vendor) is his after the price has been agreed on, to find that these are only negotiations, and that the other side is not bound to carry them into effect. But vendors should be grateful for the decision, as under the informal contracts they would be called on to shew a forty years' title, which in many cases is impossible, and in many others oppressive.—*Law Times*.