

RIDDELL, J.:— . . . An offer to purchase, dated 18th September, 1906, signed by plaintiff, was by a real estate agent, who had by defendant been authorized to receive offers to purchase, transmitted to her. She on 20th September, 1906, accepted this offer to purchase, and transmitted the offer so accepted to the real estate agent, and it was by him handed to plaintiff. Shortly thereafter defendant became dissatisfied with the bargain, and so notified her solicitor. This solicitor, in conversation with the solicitor for plaintiff, made it clear that his client was dissatisfied; and there was nothing in the conduct of defendant or her solicitor which should or did lead plaintiff or his solicitor to believe that the terms of the contract would not be rigidly insisted upon. I accept the evidence of defendant's solicitor in all respects, except that I think the story told by the real estate agent of the interview between him and defendant's solicitor is substantially true. I have been unable to find any fraud on the part of the real estate agent, even if that would, on the facts of this case, have made any difference.

The terms of the contract material to be considered are as follow:—

To Mrs. R. W. Anderson: I, G. B. Foster, . . . here-
by agree to and with Mrs. R. W. Anderson . . . to pur-
chase all and singular . . . at the price or sum of
\$9,500 . . . \$100 in cash . . . on this date as a de-
posit, and covenant, promise, and agree to pay \$1,400 on
closing of purchase and to execute a second mortgage for
\$4,000, bearing interest at 5 per cent., payable . . . and
assume the mortgage incumbrance now thereon . . . pro-
vided the title is good. . . . The purchaser is to be al-
lowed 10 days from acceptance to investigate title at his
own expense. This offer is to be accepted by 25th Sep-
tember, 1906, otherwise void; and sale to be completed on
or before 10th October, 1906, on which date possession of
the said premises is to be given me, or I am to accept the
present tenancies and be entitled to the receipt of the rents
and profits thereafter . . . Time shall be the essence
of this offer. Dated 18th September, 1906. G. B. Foster.

"I hereby accept the above offer and its terms, and cove-
nant, promise, and agree with the said G. B. Foster to duly
carry out the same in the terms and conditions above men-
tioned. . . . Dated 20th September, 1906. Rosina W. An-
derson."