

On 14th September, 1911, defendant W. H. Philp being then in Saskatoon, a telegram was sent to him by Bergland that he had an offer for the purchase of the property, the offer referred to being a verbal one by plaintiff, who made it to one Findlay, to whom he then paid \$20 and from whom he took a receipt therefor, "as deposit on offer to purchase lots 36, 37, 38, 39 Murray street."

Findlay was not associated with Bergland, but having learned from plaintiff that he was desirous of investing in the purchase of real estate and knowing of the property in question, he negotiated to bring about a purchase thereof by plaintiff; and having communicated with Bergland the three of them went to examine the property or what they believed was this property. It was after this examination that plaintiff made the verbal offer and paid the \$20.

Defendant W. H. Philp, on September 15th, replied by telegram to Bergland refusing the offer, but mentioning terms which he would be willing to accept.

Plaintiff, on or about 15th September, became aware, through searching the Registry Office, that defendant Ida Emily Philp, and not William H. Philp, was the owner of the property.

On September 20th this telegram was sent by Bergland to W. H. Philp, at Saskatoon: "Have another offer your two hundred feet Murray Street at seventeen fifty a foot. Three hundred cash. Two hundred and fifty every six months and entire balance in three years. Interest six per cent. Very responsible party who is financially good. Advise you to accept this offer. Answer immediately."

Both telegrams to Philp were written out by Findlay who signed Bergland's name thereto. Bergland denies that he was aware that the telegram of September 20th contained any reference to the responsibility and financial standing of the party making the offer, or that it advised the acceptance; but he admits that he approved of the other terms of the telegrams and of Findlay's signing his name thereto.

On September 21st, Philp replied to Bergland by the following telegram: "Accept offer. Property in wife's name. Back in two weeks." A formal contract was then prepared between plaintiff and Ida Emily Philp and was signed by plaintiff, but on its being presented to Mrs. Philp for her signature, she refused to sign it, and denied any right or authority in her husband or Bergland or any other person to offer the property for sale.