

portion of the west half of section 31 in township 22 and range 6, west of the second meridian in the said province, lying immediately north of the main line of the Grand Trunk Pacific Railway, within the town limits of Melville, . . . and containing 160 acres more or less, for the price or sum of \$130 per acre, \$10,000 to be paid in cash and the balance in one year, with interest, in the meantime, at 6 per cent.

The defendant denies that he made an offer of \$130 an acre at all, and says that his first and only offer was \$135 an acre. Vaurs further says that, on the plaintiff making the offer of \$130 an acre, he declined to accept it, but said he would submit the matter to his partner at Winnipeg, and thereupon sent a telegram, which was put in, and is to the following effect: "Have purchaser one hundred sixty acres in section thirty-one offers \$130 acre wire immediately lowest price and state if he can expect you Monday morning." To this a reply was received the same evening as follows: "Try get firm offer in writing on north-west 160 acres price stated with largest cash deposit possible short terms large cash payment and will decide Tuesday, am going up Monday afternoon." This answer when received by Vaurs was not shewn, apparently, to the defendant. He intimated to him, however, that his offer was not accepted, and endeavoured to induce him to remain at Melville until Tuesday.

Vaurs further states that, after the receipt of the telegram from his partner, Benoit, he induced the defendant to make an offer of \$135 an acre, and that he himself accepted that offer conditionally on his partner agreeing, and that the understanding arrived at between him and the defendant was that the plaintiffs would communicate later with the defendant as to his offer. The defendant, on the other hand, says that, when his offer of \$135 an acre was declined, he stated to Vaurs that he would not wait in Melville until Tuesday, and that all negotiations were off. He also says that Vaurs desired him to call on Benoit at Winnipeg on his way back and wished him to look at a lot in that city. The defendant did not call on Benoit or look at the lot. However, while in Winnipeg, and before returning to Ontario, he made certain investments in real estate in the west.

On the 4th August, 1910, the plaintiff Benoit wrote a letter, dated at Melville and directed to the defendant at Alexandria.

[The letter was in part as follows: ". . . My partner submitted to me your offer of \$135 per acre for the 160 acres lying immediately north of the G.T.P. main line in the west half of