

An agent employed to find a purchaser for some land, at a commission on the purchase money if a sale was completed, is entitled upon his principal's refusal to complete the sale with a purchaser found by the agent, to recover on a *quantum meruit* for the work and labour done, as he had performed his part of the contract, and the principal prevented its completion: *Prickett v. Badger*, 1 C.B.N.S. 96, 26 L.J.C.P. 33, 3 Jur. (N.S.) 66, 5 W.R. 117.

Where an agent instructed by his principal to find a purchaser for his house, found a purchaser who was accepted by the owner, and subsequent negotiations took place between the owner and the purchaser, but the purchase finally went off, the owner, having accepted the purchaser, is liable to the agent for commission on the purchase price: *Passingham v. King*, 14 Times L.R. 392 (C.A.).

When all the terms of an agreement are stated except the terms as to the time when it is to be carried out, and there is no express stipulation as to the time, then it is an implied term that the agreement is to be performed within a reasonable time; and, therefore, an agent is entitled to his commission, where instructed by his principal to find a purchaser for his house for a specified price, he found one on 16th January ready and willing to pay that sum, who required possession by March 15th, and the principal refused the offer on the ground that he could not give up possession so soon as 15th March, the jury finding that from 16th January to 15th March was a reasonable time: *Nosotti v. Auerbach*, 79 L.T. 413, 15 Times L.R. 41, affirmed 15 Times L.R. 140 (C.A.).

A jury is entitled to find that the ultimate sale was not due to any introduction of the agents whereby they could recover any commission, where it appears that the estate which the agents were employed to sell was divided into lots, some of which was purchased and upon the completion of that purchase the agents received their commission; that the owner then withdrew his authority to sell from the agents and the same purchaser subsequently bought the remainder from the owner by private contract: *Lumley v. Nicholson*, 34 W.R. 716.

Under an agreement that the agent's commission should become payable upon the adjustment of terms between the contracting parties in every instance in which any information had been derived at, or any particulars had been given by, or any communication whatsoever had been made from the agent's office, however and by whomsoever the negotiation might have been conducted and notwithstanding the business might have been subsequently taken off the books, or the negotiation might have been concluded in consequence of communications previously made from other agencies, or on information otherwise derived, or the principals might have made themselves liable to pay commission to other agents; and that no accommodation that might be afforded as to time of payment or advance should retard the payment of commission, the agent through whom a contract of sale was arranged and duly executed, on which a deposit was paid, the residue of the purchase money being payable on a later specified date, is entitled to his