

secured a purchaser ready, able and willing to complete the purchase, as the contract of agency called for, though no agreement of sale binding on the purchaser was entered into because the owner refused to execute an agreement unless it should provide for the forfeiture of the deposits paid at first by the purchaser if there should be default in carrying out the transaction and the purchaser would not consent to such a provision being inserted: *MacKenzie v. Champion*, 4 Man. L.R. 158, 12 Can. S.C.R. 649.

Persons whom the owner of land knew to be real estate agents called on the owner and ascertained through him that his house was for sale at a certain price and during the conversation nothing was said about the commission. Shortly afterwards the agents introduced a prospective purchaser who after inspecting the property authorized the agents to offer a sum less than that which was set on the house by the owner. When this offer was communicated to the owner he told the agents that he would not accept any less than the price he had stated and that he wanted that net, that is, clear of commission, and the agents tried to induce the prospective purchaser to buy on these terms but the latter afterwards dealt with the owner directly and bought the property at the exact price quoted to the agents. The agents were held entitled to recover the full amount of the usual commission on the price at which it was sold: *Aikens v. Allan*, 14 Man. L.R. 549.

After the agent had procured a purchaser ready and willing to carry out the purchase on terms satisfactory to the principal the proposed purchaser discovered that one of the walls of the building on the property slightly overhung the adjoining lot and called on the owner to make good the title to such building. Being unable or unwilling to make good the defect in the title or to make satisfactory terms with the owner of the adjoining lot, the principal proposed to the purchaser that the agreement of sale should be cancelled and it was so done. The trial judge awarded compensation to the agent equivalent to the amount of the commission agreed on had the sale gone through. On appeal it was held that the agent had earned and was entitled to be paid a compensation for his services in finding a purchaser though he had not procured a purchaser to execute a binding agreement to purchase and that such recovery need not be the amount agreed on as commission but a compensation as on a *quantum meruit* or by way of damages, but that under the circumstances it was competent for the trial judge to award the sum he did: *Brydges v. Clement*, 14 Man. L.R. 588.

A person who was not known to the owner of the property to be a real estate agent, and who had no office as such, went to the owner and ascertaining that the property was for sale obtained the terms on which it would be sold. At a subsequent interview this person told the owner he had found a purchaser and in answer to a request by the owner gave the latter the name of the purchaser. The owner stated the terms as before but said he would require a larger cash payment than the agent