

[Reference to *McPherson v. Watt*, 3 App. Cas. 254; *Robertson v. Mollett*, L. R. 5 C. P. at p. 655, L. R. 7 H. L. 802; *Dunn v. English*, L. R. 18 Eq. 524; *Murphy v. O'Shea*, 2 Jo. & Lat. 422; *Wright on Principal and Agent*, 2nd ed., p. 15; *Story on Agency*, 9th ed., sec. 31.]

The argument of counsel for plaintiff was, that, as Mrs. Graham had fixed \$9,000 as the price at which she was willing to sell the property, the duties of her agent Strathy ended when he obtained a purchaser at such price, and he (Strathy), through Hill, in obtaining from his principal an agreement to sell at the price named, was merely acting as a go-between or middleman . . . and, therefore, was not violating any duty he owed his principal, the vendor. . . .

[Reference to *Short v. Millard*, 68 Ill. 292; *Siegal v. Gould*, 7 Lansing (N. Y. Sup. Ct.) 179; *Rupp v. Sampson*, 16 Gray (Mass.) 398; *Mullin v. Keltzleb*, 7 Bush (Ky.) 353; *Ranney v. Donovan*, 78 Mich. 318—distinguishing these cases.]

During the argument I entertained the opinion that, as Mrs. Graham, the vendor, had advised Strathy that she would accept \$9,000 for the property, Strathy's offer through defendant Hill might be regarded as merely bringing the vendor and intending purchaser together, and would therefore come within the above cases in the United States Courts, cited by Mr. Millar. But, after considering these cases, I am satisfied that they do not apply to the present case. What was done was not merely bringing the vendor and the intending purchaser together and leaving them to consummate a bargain, but Hill, the manager in Strathy's office, made an offer for the property as the actual intending purchaser, which was accepted by Mrs. Graham in ignorance of his being the representative of Strathy, her agent. When she asked who Hill was, she should have been informed that he was an employee in Strathy's office, and, on being so informed, if she executed the contract, she would have been bound.

Judgment for defendants dismissing the action, as against defendant Mrs. Graham with costs, and as against defendant Hill without costs.