

in respect of the property; and that a week afterwards, the purchase was completed, a sale of property is brought about in consequence of an introduction by the estate agent and is traceable thereto so as to entitle him to a commission: *Re Beale; Ex parte Durran*: 5 Morrell's Bankruptcy Cases 37.

Five years after the owner of an estate had employed real estate brokers to sell it at a minimum price fixed at a specified sum, a certain person applied to the agents for information regarding another estate. In reply he was sent particulars not only of the property inquired about, but of others including the one first above mentioned, of which he thought well but considered the price too high, and negotiations ceased in that regard. Three years after, the same person applied to the same brokers for particulars regarding the same property and obtained them and was urged by the agents to make an offer for it, but he did not do so. Somewhat more than a year thereafter the same person inserted in a newspaper an advertisement for estates of the description he desired, and soon after he received from the owner of the property first mentioned a letter calling attention to it, on which negotiations followed between them, resulting in the sale of the property to such person at a price much less than the minimum price set by the owner when he employed the real estate brokers to sell it. In an action by the agents against the owner for commission, it was held that their exertions, as duly authorized agents of the seller, did to a material degree contribute to the sale of the estate to the purchaser, and, therefore, that they were entitled to a commission on the price at which it was sold: *Walker v. Fraser's Trustees*, [1910] Scot. L.R. 222.

An agreement with auctioneers provided that if the property should not be sold at auction but should be sold within, "say," two months afterwards, to a purchaser who has been found by means of the agents' advertisements or posters or introduction, then the agents were to receive half of the commission they would have received if the property had been sold at auction, and that if a sale should take place either before the sale under the hammer or before a specified date, the usual commission was to be paid to the agents, such commission to include all out-of-pocket expenses, and that if the property remained unsold at such date, then no charge of any description whether for out-of-pocket expenses or services, was to be made by the agent. The agent's commission was held to be payable on the property being knocked down to a purchaser at auction, who signed a contract and paid a deposit, though subsequently the contract was rescinded by the vendor in consequence of a requisition being made by the purchaser which the vendor could not comply with: *Skinner v. Andrews*, 54 S.J. 336, 26 Times L.R. 340 (C.A.).

In an action for damages by a commission agent for wrongfully preventing him from earning his commission, the damages recoverable where nothing remained to be done by the commission agent to entitle him to his commission if the transaction had gone through, are the full amount of the commission which he would have earned: *Roberts v. Barnard*, 1 Cab. & E. 336.