

property of his, for property listed with the agent for sale or exchange, and before the deal was closed between the agent and the prospective purchaser the principal telephoned the agent asking if any disposition of his property had been effected and was replied to in the negative and then said that he withdrew the property, but at or about the same time he consummated a deal for the same property with the prospective purchaser upon negotiations made directly with the principal, the relationship of vendor and purchaser was held to have been brought about by the agent and the agent was therefore entitled to the commission: *Lalande v. Caravan*, 14 B.C.R. 298.

An agent is entitled to his commission where he introduced a purchaser who obtained from the principal an option which he finally allowed to lapse and a small portion of the property was afterwards sold to another person, the agent being paid a commission thereon and subsequently the option holder entered into negotiations with the owner without the intervention or knowledge of the agent, although the sale which resulted was made at a price less than the price offered through the agent: *Lee v. O'Brien*, 15 B.C.R. 326.

An agent employed to sell land at a net price to the owner introduced a purchaser to the owner whom he privately told the price at which he offered it, the price quoted being higher than the net price, and asked to be protected in getting his commission to which the owner assented. Sometime after this interview, when the agent was not present, the purchaser asked the owner his price and the latter gave the same price as the price he had offered it to the agent and it was sold at that price to this purchaser. The agent was held to be entitled to recover as his commission the difference between the net price to the owner stipulated in the agreement of agency and the price at which the agent offered it to the purchaser: *Rowlands v. Langley*, 16 B.C.R. 72, 17 W.L.R. 443.

An agent is entitled to a commission where he produced a purchaser between whom and the owner it was agreed that upon the payment of a certain price, part of which was to be paid in cash, everything went with the property just as it was with the exception of certain personal property then designated and the purchaser afterwards got a certified cheque for the amount of the cash payment and was prepared to give the same to the owner until the latter expressed a desire to exclude other personal property from the sale which the purchaser would not accede to unless a reduction was made in the price of the property which the owner refused to accede to and the sale consequently fell through: *Cuthbert v. Campbell*, (B.C.), 12 W.L.R. 219.

An agent employed to sell lands at a specified price who found a purchaser willing to buy but at a much less price than the one specified, but who was nevertheless accepted by the owner who agreed to the reduction in the price, is entitled to his commission on the sale: *Wolf v. Tait*, 4 Man. L.R. 59.

An agent is entitled to a commission on the full price where having