

Where the agent introduced a purchaser with the result that a contract for the sale of land was executed which contract was replaced by a later one whereby the price of the land was reduced in consideration of an incumbrance thereon being paid by the purchaser who borrowed the money for the purpose and assigned his interest in the contract to the lender, and the owner afterwards sold the mining lands to a person buying for such lender, such sale was not a transaction independent of the contract of the purchaser introduced by the agent but was a continuance thereof and the agent was entitled to a commission on the full amount received for the land as finally sold: *Glendinning v. Cavanagh*, 40 Can. S.C.R. 414, affirming *Cavanagh v. Glendinning*, 10 O.W.R. 475 (Ont. C.A.).

Where the owner of farm lands authorises an agent to dispose of them and agrees to pay him the usual commission, and the latter succeeds in bringing about an agreement whereby the lands were taken as part payment in an exchange for city property, the owner of the farm lands is liable to the agent for commission on the sale: *Lewis v. Bucknam*, (Man.), 1 D.L.R. 277, 20 W.L.R. 4.

A principal is not liable to a real estate agent for commission who found a purchaser for the principal's property on terms that he had no authority to make and which the principal refused to accept, though the proposed purchaser testified at the trial of an action brought by the agent for his commission that he had been and was ready and willing to buy upon the principal's terms where he had not disclosed such fact until then to either the principal or the agent: *Haffner v. Grundy*, 4 D.L.R., p. 529, *supra* (Man.).

To entitle an agent to recover a commission he must find a purchaser ready and willing to complete the purchase on the terms fixed by his principal unless the principal agrees to a change. It appears, therefore, no commission is recoverable where the agent was instructed to sell the property on the terms of a specified sum in cash and the balance in one, two, three and four years and that as a result of his negotiations with an intending purchaser he gave him a receipt for a deposit paid in cash in which the same cash payment was provided for but which further stipulated that a certain mortgage would be assumed by the purchaser and that the balance should be made payable in one, two, three and four years in equal payments and that the purchaser should have the privilege to pay off at any time to which last additional term the owner refused to agree: *Egan v. Simon*, 19 Man. L.R. 131. Attention may here be called to the fact that in an action which finally reached the Supreme Court of Canada, *Gilmour v. Simon*, 37 Can. S.C.R. 422, affirming 15 Man. L.R. 205, and in which the judgment was delivered before *Egan v. Simon* was heard by the Manitoba Court of Appeal, it was held that the additional term incorporated into the receipt given by the agent was unauthorized.

An agent is entitled to a commission for the sale of land where it appeared that his principal entered into negotiations looking to a purchase with a proposed purchaser introduced by the agent and while a purchase