

I cannot find anything in this agreement that distinguishes it from the ordinary contract that any householder makes when he entrusts his house to a real estate broker and authorises him to sell. The law is well settled that in such a case if the broker by any act of his really brings about the relation of buyer and seller he is entitled to the stipulated commission, or if no commission be stipulated, then to a reasonable commission. The later authorities establish beyond controversy that under such a contract the plaintiff must shew that some act of his was the *causa causans* of the sale or was an efficient cause of the sale. This rule is not questioned, as I understand plaintiff's counsel, but he puts the extraordinary claim made here upon what is termed the special wording of the contract under which plaintiff was employed to sell. I scan this contract in vain to find anything on its face that contemplates a payment of commission to plaintiff in the event of his failure to sell. The first part authorizes plaintiff to sell at a price named or such less price as defendant should thereafter agree to. Then plaintiff is authorized to advertise as he may wish without cost to defendant, except such as is covered by the commission in case of a sale. In other words, plaintiff is authorized to advertise if, and as he wished, but the expense of so doing, if any, is covered by the stipulated commission in case of a sale. Then follows a stipulation for a commission of three per cent. whenever a sale takes place. A sale by whom? Surely a sale brought about by the man employed to sell. The last clause simply provides that the commission is to be paid whether the estate is sold at the price mentioned or such other price as defendant may agree to accept. And, finally, if the property does not sell, no commission is to be charged.

Surely this is all one agreement dealing, and only dealing, with the employment of the plaintiff by the defendant to sell the property mentioned, and is throughout dealing with a sale or no sale by reason of such employment. I am totally unable to find any language here that can be reasonably construed according to the plaintiff's contention.

I fully agree with the learned County Court Judge, and am of opinion the appeal should be dismissed with costs.

LONGLEY, J.:—I am disposed to accept the interpretation of the contract in this case made by Drysdale, J., and therefore agree with his conclusion that the appeal should be dismissed. If I were compelled to accept the interpre-