of which the commission was to come: *McCallum* v. *Russell*, 2 Sask. L.R. 442.

An agent whose agency was not an exclusive one and who sold the land on terms to which the owners agreed and forwarded a deposit on such sale, stating that the balance of the purchase money would be forwarded in a few days, is entitled to his commission on the sale, though before the balance was forwarded the owners advised him that the land was no longer available and returned the deposit, it not being shewn that the inavailability of the land was due to it being previously sold by the owners or to any other cause: *Hammans* v. *McDonald*, 4 Sask. L.R. 320, 19 W.L.R. 741.

Real estate brokers employed to find purchasers who found persons willing and able to purchase upon terms varied from those proposed by the principal when the agents were employed, which terms were satisfactory to the owner and to which he offered no objection, are entitled to a compensation for their services though no sale was actually completed because of the refusal to do so on the part of the principal on the sole ground that the proposed purchasers were in the same business as himself: *Boyle* v. *Grassick*, 6 Terr. L.R. 232.

An agent who took a prospective purchaser to inspect the land and as a result of this inspection the purchaser went to the owner and entered into personal negotiations with him without any further act on the part of the agent, which negotiations resulted in the sale of the land, the agent is entitled to his commission as agreed even though the purchaser was not personally introduced to the vendor by the agent and though there was included in the sale some other property not listed with the agent: *Ings* v. *Ross*, 7 Terr. L.R. 70.

Certain house agents employed on commission if they found a purchaser, but to be paid one guinea only if the premises were sold "without their intervention," entered the particulars on their books and gave a few cards to view. A person who had observed on passing that the house was to be sold called at the agents' office and obtained a card to view the premises, the selling terms being written by their clerk on the back of the card. The prospective purchaser went to the house, but thinking the price too high he made no further communication with the agent. He subsequently, however, entered into negotiations with a friend of the owner and though the same were at first broken off, he renewed them and ultimately purchased the property at a much less sum than the price offered through the agents. It was held that there was sufficient evidence for a jury to find that the purchase of the premises had been accomplished through the agents' "intervention" and consequently they were entitled to the stipulated commission: *Mansell* v. *Clements*, L.R. [illegible] C.P. 139.

Where it appeared that the agent introduced a prospective purchaser to the owner who was then in insolvent circumstances, but no agreement could at that time be come to as to terms, and the owner a few days afterwards presented his own petition in bankruptcy, that further negotiations took place between the person so introduced and the trustee in bankruptcy