

pay, commissions or bribes from the person with whom he is employed by his principal to negotiate. For an agent to do so, without the consent of his principal, is a distinct breach of duty. This was well illustrated lately in the case of *Andrew v. Ramsay* (1903) 2 K.B. 635 (see ante p. 111), where the plaintiff recovered from his agent not only the commission he had been paid for his services by the plaintiff, but also the commission he had also received from the opposite part in the transaction in which the defendant had been employed as agent.

The first Ontario case on the subject seems to be *Kersteman v. King* (1879) 15 C.L.J. 141 (County Court, York), in which the Court, anticipating the rule laid down in *Andrew v. Ramsay*, held that an agent employed to purchase land for his principal forfeits his rights to his commission if he receive any remuneration or commission from the vendor.

In the last case however, *Webb v. McDermott* (not yet reported), the principal failed to recover against the agent, because at or about the time of the completion of the transaction (a sale of timber limits) the plaintiffs were informed by the purchasers that the agent was to be paid a commission by the purchasers. In that case we understand it did not appear that the plaintiffs had full and complete information as to what the agent was to receive, or when the bargain had been entered into under which the payment was to be made. The Divisional Court (the Chancellor, and Meredith and Anglin, JJ.) however, thought that the plaintiffs had received sufficient notice to put them on inquiry, and that, not having elected to rescind the contract, after notice that a commission was to be paid by the purchasers, they must be held to have waived the right to object to the agent receiving such commission for his own use.

In the case of *Bartram v. Lloyd*, 90 L.T. 357, recently decided by the English Court of Appeal (Collins, M.R., and Romer and Mathew, L.JJ.), that Court seems to have considered there could be no binding ratification of a contract effected through an agent who has been bribed except on the fullest disclosure of all material facts. In that case the defendant through his agent contracted with the plaintiffs for the building of a ship for the defendant. The ship was built, and the defendant being unable to pay for it, it was arranged that it should be sold, and that the defendant