

Seminary, and he says he is authorized to do so by his clients. Mr. Hebert, authorized by his superiors, accepts it, and so do the principals of Mr. Lemieux, Messrs. Glickman & Glickman.

"So we have here the complete contract between the parties inaugurated by Lemieux's offer as agent, duly authorized by his clients, the Glickmans. A deed of sale was passed accordingly. And not a word had been said about commission.

"After everything is over, Mr. Lemieux turns to the Seminary and says: "I want my commission," a commission amounting to \$2,800 and some odd dollars. Mr. Hebert answers: "I never employed you, I never "authorized you to sell my property; I simply accepted, "authorized by my principals the offer made to us by you "acting as agent for the Glickmans. And we delayed "the sale of it a long time in order to find another "property that would suit us."

"Now the appellant, who is claiming his commission, must found his right thereto upon this contract. He contends that by the custom of trade in the real estate business the commission is due "*de plano*" by the vendor. He takes the ground that when a person accepts from a proposed purchaser acting through an agent an offer to purchase, then the agent becomes entitled "*de plano*" to his commission. We cannot accept this doctrine. Otherwise if an agent called at a private house and said to the owner, "I offer you \$50,000 for your property on behalf of John Smith," and the owner answered "I accept his offer," then the owner would have to pay the agent a commission.

"In order to be entitled to a commission the agent must be employed by the vendor, he must have been authorized by the vendor to make a sale.

"In the present case Lemieux had no authorization