

v. Coates, 27 O.L.R. 63—both cited in the argument—a new and independent right intervened, rendering the agent's act not the real and efficient cause of the sale effected by the new agent.

The principle to be deduced from these cases, as applicable to a case like the present, where the original purchaser does not entirely drop out, seems to be that, if the purchaser originally introduced remains throughout the transaction, either directly or indirectly, interested in and by the final outcome, the agent does not lose the right to commission established by the original introduction, although the form and scope of the dealing may be changed, with or without his assent, and although others become interested, either as contributors to the success of the sale or as enlarging the range of the transaction; provided that no right arises from the act of another, without which the sale would not have been consummated, and which act in itself has the effect of reducing the service of the original agent from being the *causa causans* to that of *causa sine qua non*. I can find nothing in this case which leads to the conclusion that any such right intervened to deprive the respondent of his commission; and I think he has shewn a state of affairs in which the final sale by the appellants, in the form in which it suited them and Schacht to put it, may fairly be said to be attributable to his agency.

Much stress was laid upon an entry in the respondent's blotter of a solicitor's charge for attending Schacht when he first came to Hamilton, and upon its inclusion in the bill subsequently rendered. This is satisfactorily explained in the letter of the 18th August, 1911; and I can easily understand how, in the early stages, when it was uncertain whether the solicitor's services would ever entitle him to a commission, such a docket entry might be made, and afterwards rendered by inadvertence.

The appeal should be dismissed.