

to commission, the revocation of his agency after the services are performed, and before the completion of the sale on which the commission is conditioned, will not deprive him of his right to that commission. Wholly unsuccessful services do not entitle the agent to any remuneration.

The agent must comply with the terms of the contract in order to have a claim for commission; but if the principal alters the terms of sale in such a way as to make a literal compliance, on the part of the agent, impossible, his right to commission is not thereby defeated: *Green v. Hayes*, 33 L. T. N. S. 91. When, for example, the sale is to be for a fixed price, but to prevent the agent from claiming commission, a reduction is made from that price, the agent can recover if he is able to show that the buyer was ready and willing to buy at that price. An agent employed to effect a sale, who has found a purchaser able and willing to buy on the stipulated terms, has earned his commission.

Justice Cox, in the recent American case of *Ryan v. McGee*, 1 Am. Law Mag. 351, says: "We think that a general authority to an agent to sell real estate, is simply an authority to find a purchaser, and it is not an authority to conclude and execute a contract of sale which shall bind the principal." If, however, the agent is empowered not merely to sell, but also to sell and convey, his power extends much further, and he has authority to receive the purchase money: *Farquharson v. Williamson*, 1 Chy. 93. And if he is empowered to receive money as the agent of another, he must, in the ordinary course of business, be his agent to give a receipt for it: *Bedson v. Smith*, 10 Chy. 292. If the principal consents to an exchange instead of a cash sale, as agreed upon with the agent, he will be liable for commission on the exchange: see *Kock v. Emmerling*, 22 How. 69; *Morgan v. Mason*, 4 E. D. S. 636.

What constitutes the agent the procuring cause of the sale? "In very many cases the services performed are of the very slightest possible kind; they consist merely of bringing the vendor and purchaser together—often by a line written, or a word spoken": *Mansell v. Clements*, L. R. 9. C. P. 139. See, also, *Earp v. Cummins*, 54 Pa. St. 394. In *Lincoln v. McClatchie*, 36 Conn. 136, the defendant placed a house in the plaintiff's hands for sale. The defendant was to have the right to sell it himself, in which case the plaintiff was not to have any commission. G. was looking for a house for his friend B., and learned from the plaintiff that the defendant's house was for sale, not casually, but by going to find what information the plaintiff could give him. B., knowing how the information had been procured, acted on it, and without communicating with the agent, became the purchaser. It was held that the agent could recover his commission for effecting the sale, as he was the procuring cause of it.

The connection of the agent with the sale must not, however, be merely remote and indirect. The plaintiffs were employed by the defendant to sell an estate for him upon commission on the amount of such sale. The estate was divided into lots, some of which were purchased by A. The authority of the plaintiffs to sell was revoked, and their commission paid. A subsequently purchased the remainder from the defendant by private contract. It was decided that the plaintiff could not recover commission on the latter sale: *Lumley v. Nicholson*, 34 W. R. 716.