

visions could not be held to be unreasonable, uncertain or oppressive, so as to render it invalid or unenforceable. *Brydone v. Union Colliery Co.* (1899) A. C. 580; *Re Boylan*, 15 O.R. 13, and *Simmons v. Mallings*, 13 T.L.R., 447, followed.

3. The provisions of the Shops Regulation Act are intra vires of the Provincial Legislature under s. 92 of the British North America Act, 1867, as dealing with a matter of a merely local and private nature in the Province and not interfering to a material extent with the Regulation of Trade and Commerce assigned to the Dominion Parliament by s. 91.

The Court considered that the legislation in question in *Attorney-General of Ontario v. Attorney-General of Canada*, (1896) A.C. 348, and *Attorney-General of Manitoba v. Manitoba License Holders' Association*, (1902) A.C. 77, and which was held to be intra vires of the Province in each case, interfered with Trade and Commerce to a greater extent than the Shops Regulation Act could do.

Bannar and Potts, for defendant. *I. Campbell*, K.C., and *A. J. Andrews*, for the City of Winnipeg.

Full Court.]

AIKINS v. ALLEN.

[March 5.

Principal and agent—Commission on sale of land.

About Dec., 1902, Pepler, a member of plaintiffs' firm, who are real estate agents, called on defendant and asked him if his house was for sale. Defendant replied that it was and that the price was \$14,000. Nothing was said about a commission. In February, 1903, Pepler went again to defendant and was told that the house was still for sale, and again nothing was said about a commission. He then introduced a purchaser who, by arrangement with defendant, was shown over the property. The purchaser then authorized Pepler to make an offer of \$12,500 for the property. The latter called on defendant and communicated this offer to him, when defendant said he would not take any less than \$14,000 and that he wanted that net. Pepler objected to this, saying that he had understood that the price would cover the usual agent's commission, but said he would ascertain whether the purchaser would pay the extra amount asked. He did so, and the purchaser replied that he would let him know in a few days. Shortly afterwards, the purchaser, without any further communications between him and plaintiffs, entered into negotiations with defendant direct and bought the property for \$14,000.

Held, Perdue, J., dissenting, that, under the circumstances, plaintiffs were entitled on a quantum meruit to the full amount of the usual commission on the purchase money. *Wolf v. Tait*, 4 M.R. 59; *Wilkinson v. Martin*, 5 C. & P. 2, and *Marson v. Burnside*, 31 O.R. 438, followed.

The mere fact that the agent has introduced the purchaser to the seller will not be sufficient to entitle him to recover a commission on the sale; but, if it appears that such introduction was the foundation on which