

Riddell, J.]

MARRIOTT v. BRENNAN.

[June 6.]

Contract to sell land—Agents commission.

The defendant employed the plaintiffs, real estate agents, to sell certain property at a certain price, agreeing to pay a commission to the one who procured a purchaser able and willing to pay the price, and submitted a written offer. On receipt of the offer, defendant, making no objection to it, said he wanted to look into the matter and used the offer as a lever to close a pending offer of his own to another party at the same price in order to save the commission.

Held, that plaintiffs had done all they were called upon to do when they obtained a purchaser ready and willing to purchase, and that they were entitled to their commission.

Gibbald v. Bethlehem Iron Co. (1881) 83 N.Y. 383 referred to.

Code, for plaintiffs. *Daly*, for defendant.

Riddell, J.]

[June 6.]

SOVEREIGN BANK v. INTERNATIONAL PORTLAND CEMENT CO.

Assignment to bank of moneys under a contract to secure advances—Subsequent judgment creditors of assignors—Equitable assignment—Notice.

A firm of contractors having a contract with a town desiring advances from a bank assigned "all or any money or moneys due or which may become due from the corporation of the town," and thereafter the cheques for all moneys coming to the contractors payable to their order were handed to the bank. The contractors executed an assignment as follows: "We hereby for and in consideration of advances heretofore made . . . assign, transfer and make over to (the same bank, another branch) as a general and continuing collateral security balance of the account against (the town) now assigned to (the bank)." The managers of both branches knew that there was but one contract upon which the contractors would be entitled to receive money from the town and admitted