

An agent employed to find a purchaser for property at a price named who finds a purchaser satisfactory to his principal and procures a binding contract to be entered into, is entitled to his commission although the sale does not go through owing to the default of the buyer, especially where the principal signified in the written offer of the purchasers his acceptance thereof and added thereto an agreement to pay the agent his commission upon the purchase price: *Copeland v. Wedlock*, 6 O.W.R. 539.

Where the agent procured a purchaser able and willing to pay the price asked by the principal for his property and submitted a written offer to which the principal made no objection saying that he wanted to look into the matter and used the offer as a lever to move a prospective purchaser with whom he had already entered into negotiations to purchase the property at the same price as offered through the agent, in order to escape paying any commission, the agent is entitled to be awarded as damages for the breach of the implied agreement on the part of the principal to accept a purchaser, an amount equal to the commission which he was promised, the Court being of the opinion that it was immaterial, however the case be put, that is, whether the agent was entitled to a commission or only to a *quantum meruit* or to damages, he was entitled to receive the sum awarded: *Marriott v. Brennan*, 14 O.L.R. 508, 10 O.W.R. 159.

A person who knew the property in question went to agents employed by the owner to sell the same by reason of having seen a board on the premises with the agents' name on it offering the property for sale, but nothing was done, the agents not even getting an offer or attempting to get one, apparently because an offer had already been sent the owner which offer fell through. The land was finally sold by the owners to the person who saw the agents' board. The trial Court allowed a five per cent. commission on the price at which the property was sold, apparently upon the ground that that was the usual rate of commission. Upon an appeal to a Divisional Court Mr. Justice Britton, in delivering its judgment, declared that it seemed clear to him that upon the evidence the agents did not find and were not instrumental in finding a purchaser but that they were entitled to be paid something by their principals and the amount of the judgment was cut in two: *Waddington v. Humberstone*, 15 O.W.R. 824. It seems strange that if the agents neither found nor were instrumental in finding a purchaser they could recover a commission upon any principle.

A real estate agent is entitled to the commission agreed to be paid him though the sale was actually made through other agents where the purchaser was first introduced by the agent and the continuity of the transaction was not broken. For example, where he took a prospective purchaser to inspect the property and informed the owner that he had done so and the prospective purchaser having become hostile to the agent would not deal with him and other real estate agents having got into communication with such prospective purchaser succeeded in affecting a sale, though not