

The case of *Stratton v. Vachon* (1911), 44 S.C.R. 395, is very like the present case in its facts. . . .

That case is founded upon *Burchell v. Gowrie and Blockhouse Collieries Limited*, [1910] A.C. 614, where an agent who had brought the company into relation with the actual purchaser was held entitled to recover a commission, although the company had sold behind his back on terms which the agent had advised them not to accept.

The argument in the latter case, namely, that the transaction as carried out was not such as the agent was employed or promised a commission for bringing about, and that he did not effectuate or endeavour to carry out the transaction, as ultimately completed, and that it was not the result of his exertions, but was negotiated and brought about quite independently of him—was precisely that addressed to this Court by the appellants here. But it was laid down in the *Burchell* case that the rule to be applied was, that, if an agent bring his principal into touch with a purchaser, the principal, if he negotiates further, has accepted part of the agent's services, which are thus the effective cause of the sale; and that this is so notwithstanding that the sale is at a price below the limit given to the agent or that the consideration is altered. . . .

In *Stratton v. Vachon*, the Chief Justice (44 S.C.R. at p. 399) states the law to be, that the disappearance as a purchaser of the person introduced, before the transaction was finally completed, did not operate to destroy the right acquired by the agent through his original introduction of the property to the person so introduced, he being one of the three associates, two of whom alone completed the purchase, which had been begun with and through the man to whom it was introduced originally, and who had undertaken then to buy it or find a purchaser for it. Mr. Justice Anglin adverts to a principle which is also adopted by Mr. Justice Clute in *Imrie v. Wilson*, 3 O.W.N. 1145, 1378, namely, that, had the property being bought by a syndicate in which the person originally introduced was personally interested, the agent's right to a commission would appear to be incontrovertible. A break in the negotiations and the introduction afterwards of other terms is also treated by the former learned Judge as not weakening the agent's act as the efficient cause.

See also *Glendinning v. Cavanagh* (1908), 40 S.C.R. 414; *Morson v. Burnside* (1900), 31 O.R. 438; *Rimmer v. Knowles* (1874), 30 L.T.N.S. 496.

In *Robins v. Hees* (1911), 2 O.W.N. 939, 1150, and in *Travis*