

the property some day if it suited him—if that intention did in fact exist—probably shared his mind with the “intention” to buy any other property if it suited him—and were it even less vague than it is, is no more effective than the expressed intention of T. in the case of *Gillow v. Aberdare*. Nor is the fact that in the present case the purchaser went herself to the new agent of any more significance than that T. went to the new agent in that case, *Wilkinson v. Alston* (1879), 41 L. T. 394; 48 L. J. Q. B. 733, has been said to lay down a different principle, and it was much relied upon in the argument in the Divisional Court on the appeal in *Imrie v. Wilson*. But I do not think that can be successfully contended. In that case the plaintiff agreed that if the defendant should introduce a person who would become the purchaser of a ship of the defendants, he should receive a commission. In February he introduced one T. (who had been recommended to buy the ship by one W.) and the plaintiff and defendant agreed if T. did buy, the commission should be divided between the plaintiff and W. No sale was effected, the negotiation with T. went off. In March W. mentioned the ship to one Wise to the knowledge of the defendant and wrote the plaintiff to see Wise. Nothing was done by the plaintiffs. In May Wise acting as broker wrote direct to the defendant and introduced a principal Learoyd for whom he was agent, and who became purchaser. Plaintiff thereupon claimed his commission. Lush, J., thought that Wise was agent for the defendant, and that he would undoubtedly be entitled to commission from the defendant—and that “Wilkinson’s information to Wise must be taken to have been only the *causa causans* (a plain misprint for *causa sine qua non*), and that is not enough”—also that “it cannot be said . . . under these circumstances that Wilkinson by his agent procured Learoyd to become the buyer. The chain of continuity was broken.” He accordingly dismissed the action. If the view of Lush, J., that Wise was the agent of the vendor, had been correct, this case would much resemble *Imrie v. Wilson*, already referred to, but it was held by the Court of Appeal that this view was not sound.

The Court of Appeal held that the position of Wise was agent for the buyer not agent for the vendor, that it was quite the same as though Wise were buying for himself. (Indeed Bramwell, J., thought Wise was buying for himself) that consequently there was no breach of continuity, Wise having been introduced by the plaintiff and W., and