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COMMISSION OF REAL ESTATE AGENTS.

THE real estate agent is of comparatively recent origin. Formerly, when a land-owner wished to dispose of his landed property, and desired to be free from the trouble of personally attending to its sale, he left the business in the hands of his solicitor, and the latter found the purchaser, and carried the matter to completion. Now, however, that work is very largely done through agents, whose employment it is to find purchasers for those who entrust them with the sale of real estate, or to find property for those who wish to purchase. The volume of business done by these agents is yearly increasing, and as their services are almost invariably paid for by a commission on the value of the property which changes hands, some knowledge of the law governing their commissions is desirable. We purpose, therefore, to review shortly, for the benefit of those concerned, some of the leading cases on this subject.

To entitle a real estate agent to commission for the sale of lands, or, what is perhaps more usual, and almost the same in effect, for finding a purchaser, he must be employed by the person sought to be charged. The vendor is not liable for the voluntary introduction to him, by the agent, of a purchaser: *Re Baby & G. W. R. R. Co.*, 13 Q. B. 291. But employment may be implied from the acts of the parties, if the principal adopts the acts of the agent as his own. Though there was no previous employment, such conduct will entitle the agent to his commission: *Pettigrew v. Doyle*, 17 U. C. C. P. 34; *Dominion Bank v. Knowlton*, 25 Chy. 128. Where, as sometimes happens, a sale results from the efforts of an agent, who brought the purchaser and vendor together, and was present to assist them in coming to terms; but the vendor supposed that the agent was employed by, and acting for, the purchaser, there would be no such adoption of the agent's acts as to render the vendor liable. From the *American Law Review* we find that this was decided in *Atwater v. Lockwood*, 39 Conn. 45. The Amer. cases also lay down the following propositions: where a principal accepts a contract made for him by an agent, after the period for which the latter was employed had ended, the circumstances would naturally be such that the acceptance of the contract would be construed as a continuance of the agent's employment. When there is no express provision to the contrary in the agreement between them, either the principal or the agent may revoke the agency of the latter at any time; but if the agent had incurred expense, or performed labour, in seeking to sell the estate, and the agency was revoked sooner than he might reasonably be expected to effect a sale, he would have a right to be reimbursed for his outlay. In case, however, he performs services which entitle him