

owner is endeavouring to defeat the agent's right, by himself taking up and concluding negotiations with a purchaser found by the agent. It differs in many important respects from the reported cases.

The point which appears to me to be vital, is that the plaintiff's right must rest upon his contract. The agreement which he made was one which entitled him to a commission if he procured a purchaser by the time limited. In this he failed, and the parties were, therefore, entirely at large so far as any contractual or other relationship is concerned.

The mere finding of a purchaser is not enough; there must be a contract to pay; and the terms of the contract, including all limitations as to time, must govern.

The cases relied upon by the plaintiff do not appear to me to help him. In none of them was there a limitation of time for the finding of the purchaser. *Burchell v. Gowrie*, C. R., [1910] A. C. 250, was a case of general agency. The plaintiff found the purchaser, and was regarded as the efficient cause of the sale, which was negotiated and carried on behind his back by the principal. *Stratton v. Vashon*, 44 S. C. R. 395, is upon precisely the same lines, affirming the right of the agent to his commission, when he brings the parties into relation and a contract ultimately results. Again there was no time limit.

This is quite apart from the alternative defence suggested by the defendant here, that upon the facts the plaintiff could not be regarded as having in any way brought about this particular sale. The plaintiff's suggestion to Grant was to take a \$5,000 interest in a \$50,000 purchase, the plaintiff to supply the capital to take up the remaining shares. The transaction, which was carried out, was a sale to Grant, and to another with whom the plaintiff had no connection, of the entire property for the \$50,000. The plaintiff was not instrumental in any way in bringing this about, and is not in fairness entitled to claim commission upon this transaction.

Rice v. Galbraith, 26 O. L. R. 43, indicates that my brother Latchford had present to his mind what seems to me to be the vital point in this case, when he says, in deciding in the plaintiff's favour there: "No limit as to time was imposed when authority to find a purchaser was given."

Action dismissed with costs.