

associate of the original holder of the option named by him at the suggestion of the owners after they declined to enter into a new agreement with him because they were afraid they would get into a dispute with the agent about his commission. This agreement stipulated that the owners were to be paid for the mineral claims by the once holder of the option and his associates the original purchase price stipulated for in the option aforesaid, a portion in cash, a part in shares of a company to be formed, another part by giving credit for the sums paid under the option and the balance in promissory notes. It was held in an action by the agent for the alleged balance of his commission that the new agreement was not such a continuation of the old option as to give him a right to a commission at the rate stipulated in the option on the whole purchase price and that he was not entitled to anything more than the commission that he received on the payments paid under the option as aforesaid: *Beveridge v. Awaya Ikeda & Co.*, 16 B.C.R. 474, 17 W.L.R. 674.

A real estate exchange was engaged in the business of obtaining the listing of properties from their owners for sale upon commission and while it did not make the sale itself it published lists which were sent to the real estate brokers subscribing thereto from day to day and any alterations in terms or otherwise or withdrawals or sales were noted on these lists against the respective property. For this information the subscribers paid and the first one of them obtaining a purchaser for property so listed in making a deposit with the exchange was to have a commission and was given a receipt for the deposit with an order of the vendor for the commission. A subscriber to the exchange received a list containing, among others, a certain piece of property, and sometime in the month following the first publication the same property appeared in the list with a statement of a reduction in the price, and four months thereafter the subscriber, because of the time that had elapsed since the property had first appeared in the lists made inquiry of the exchange as to whether the property was "still good," to which he received the answer: "Yes, it has not been withdrawn." On the strength of this, the subscriber proceeded to advertise the property and made the sale on which he took a deposit which he handed over to the exchange and obtained from it a receipt and an order on the owner for the amount of the subscriber's commission. When the subscriber went to the owner to complete the deal with the purchaser and to get his commission, he was informed that the owner had sold the property herself to another purchaser some months before. The subscriber then brought an action against the owner for his commission and alternatively against the listing exchange for a breach of warranty for authority to list the property. The trial Judge found that there was no such listing as claimed by the exchange, but that they had received the listing as a genuine one and had acted *bona fide* in so holding it out to their subscribers and dismissed the action against the owner. He also held, however, that the good faith of the real estate exchange did not relieve it from liability to the subscribers for the misinformation contained therein and that the measure of damages was the commission the subscriber would