

drawal of the lands from his hands before the sale, if his acts before this were the efficient cause of the sale.

*Wilkinson v. Martin* (1837), 8 C. & P. 1, and see per Lord Coleridge, C.J., in *Lumley v. Nicholson* (1885), 2 T. L. R. 118 at p. 119.

But if notwithstanding an original introduction by the agent his act is not the real and efficient cause of the sale, he cannot recover. In *Gillow v. Aberdare* (1892), 9 T. L. R. 12, the agent was to let a house or sell the ground lease. He did procure a lessee in one T. for same, but T. refused to deal with him for the ground lease and dealt with another agent. It was held by Hawkins, J., 8 T. L. R. 676, that he could not recover and this was sustained by the Court of Appeal. Lord Esher, M.P., said, 9 T. L. R. 12: "The sale . . . had not been brought about by the introduction of the plaintiffs with whom . . . T. . . had refused to have any dealings but had been the result of independent action on his part in going to another firm of house agents . . ." In this case T. had said to the plaintiffs in language not unlike that of Jerou that if he liked it he might buy it.

A case more like the present is *Taplin v. Barrett* (1889), 6 T. L. R. 30. The defendant employed the plaintiffs a firm of house agents to sell a house on commission. The plaintiffs introduced S. as a possible buyer, but he made certain stipulations and did not complete the purchase. Then the defendant put the property in the hands of a firm of auctioneers who put it up for sale by auction and S. bought at the auction sale. The Co. Court Judge held that the plaintiffs could not recover and the Divisional Court sustained that view saying per Wills, J., "that it was doubtful whether but for the auction S. would have bought at all" and holding that the only right of action the plaintiffs had was for revocation of authority.

Mathew, J., points out that the contention of the plaintiffs would render the defendant liable for two commissions, one to the plaintiffs and the other to the auctioneers.

Nothing turned in that case on the fact that the agents employed after the failure of S. to complete his purchase were auctioneers—and I am unable to distinguish the two cases.

The proposed sale to Jerou fell through, the owner of the property put the property into the hands of another agent, the previous agent did nothing more and the new agents effected a sale. The "intention" of Jerou to buy