

be a net price, but this difficulty was got over, by the fact that on the occasion the parties next met, a few days later, the defendant in question said, "property is gone up now, and I shall want \$6,000 net." Plaintiff, on the same day, the second occasion (but before the change in price), brought the property to the notice of a purchaser, and told the defendant about him, Plaintiff also changed his advertisement to read \$6,500, as the selling price. The purchaser refused to pay more than the \$6,000, and eventually bought direct from the owners at that price.

Held, on appeal, (affirming the finding of LAMPMAN, Co. J.), that the plaintiff's agency, if he had any, was revoked before the plaintiff had put himself in a position to claim a commission.

Tait, for plaintiff. *A. D. Crease*, for defendant.

Full Court.]

ROWLANDS v. LANGLEY.

[April 10.]

Principal and agent—Sale of land—Commission—Procuring purchaser—Net price.

Plaintiff at one time obtained an option on defendant's ranch with the idea of promoting a syndicate to purchase it. In this he was unsuccessful, and then undertook the sale of the ranch on a commission basis, \$100,000, being the purchase price, and his commission or profit to be made by adding \$5,000 thereto. He endeavoured to effect a sale in various quarters and ultimately introduced H. to the defendant, telling the former that the price was \$105,000, and taking the latter to protect him at that price. H. stayed for some day on the ranch inspecting it, and, having concluded to purchase, asked defendant his price and was told \$100,000, which he paid.

Held, on appeal, affirming the verdict of the jury at the trial (GALLIHER, J.A., dissenting), that plaintiff was entitled to recover his commission of \$5,000 from the defendant (vendor).

S. S. Taylor, K.C., for appellant (defendant). *Davis*, K.C., for respondent (plaintiff).