

the evidence shewed that the agents were to divide the commission between them: *Onsun v. Hunt*, 2 Alta. L.R. 480.

An agreement was entered into by an owner of land and a real estate agent whereby the owner agreed to pay the agent a specified sum as a commission payable by instalments, the dates of the payment thereof being contemporaneous with the dates agreed upon by the owner and the purchaser for the payment of the instalments of the purchase money, and in which it was also provided that the commission should be paid only in case the owner received the payments from the purchasers due under the contract of sale. The agent received his proportion of all the money received by the owner under the agreement with the purchaser up to the time at which the purchaser defaulted. Upon the default, it was agreed between the purchaser and the owner that the agreement for sale should be cancelled and that the money that the purchaser had paid should be forfeited to the owner. The agent was held to be entitled to no further commission though such purchaser some months after the cancellation of the agreement of sale bought the land, which was the subject of such agreement, together with other lands, upon the refusal of the owner to sell him the other lands unless he also bought the lands covered by the first agreement of sale: *Hammer v. Cullock*, 14 W.L.R. 652 (Alta.).

Where an agent is employed by the owner to sell land at a commission, and himself becomes the purchaser he is not entitled to remuneration: *Calgary Realty Co. v. Reid*, 19 W.L.R. 640 (Alta.).

An agent for the sale of certain mineral claims procured a person to take an option to purchase the same before a certain day, which document provided that the holder thereof should pay the owners a certain sum in cash and that, if he should on or before a certain date pay to them a further sum, the period of the option would be extended to a later date and that the option might be exercised at any time up to such date by a written notice and by the payment of a further sum on or before that date, whereupon the agreement should cease to be an option and become a contract of purchase and sale, in which event the sums aforesaid if paid were to be credited on the purchase price. After this option was obtained the agent drew up a written agreement to be signed by him and the owners stipulating that the agent's commission should be a certain per cent. on all instalments or payments made to the owner under the option agreement, which the owners refused to sign as offered them because it called for commissions under any agreement which might thereafter be substituted by the holder of the option or his assigns, and only signed the agreement after such clause was struck out of the agreement. The first two payments required by the option were made by the holder thereof and the agent received his stipulated commission on these sums. The holder of the option made no further payment and later informed the owners that he could not carry out the option at all and finally threw it up altogether. Afterwards he entered into new negotiations with the owners which culminated in a new agreement between the latter and an