

Where an owner who had employed an agent to sell his land subsequently and without notice to the agent gave an option to another real estate agent known to him to be such, who had the property conveyed to a person originally found by the first agent and with whom he was negotiating, the second agent having secured the purchaser not by reason of anything the first agent had done, the first agent is entitled to no commission in the absence of shewing any collusion on the part of the owner to deprive him of his commission, the owner believing at the time that the option holder was purchasing it himself: *White v. Maynard*, 15 B.C.R. 340.

An agent employed to sell at a specified price entered into negotiations with a prospective purchaser but nothing came of it. Subsequently the same person and the owner were brought together by another agent who had to conduct the further negotiations before the prospective purchaser agreed to buy at all. The property was finally sold to him at a price less than that offered through the first agent. The trial Court gave the agent half the amount agreed upon and on an appeal by the agent the Court of Queen's Bench refused to disturb the verdict so as to give him the full amount stipulated.

As the principal failed to appeal the question of the agent's right to recover anything at all was, of course, not decided: *Glines v. Cross*, 12 Man. L.R. 442.

An agent who actually sold the land in *Glines v. Cross*, 12 Man. L.R. 442, *supra*, had to sue for his commission and in the action he recovered the full amount claimed. On an appeal by the principal the full Court sustained the trial Judge's refusal of the owner's application for a new trial or to vary the judgment, relying on the fact that another real estate agent had recovered a verdict against him for half the usual amount the full Court declared that the fact of the recovery by another agent of the amount with respect to the same sale was *res inter alios acta* and not in itself material: *Douglas v. Cross*, 12 Man. L.R. 534.

A real estate agent who was not an exclusive agent for the sale of the property cannot recover a commission where the land was sold by the efforts of another agent though the first agent had introduced the property to the purchaser at an earlier date than the other agent: *Robins v. Hees*, 2 O.W.N. 1115, 19 O.W.R. 277. Mr. Justice Middleton in delivering the opinion of the Court said: "A fisherman who actually lands the fish is entitled to it, even though it was first allured by the bait of another."

A broker who introduced a purchaser is entitled to his commission even though the sale to such purchaser was effected wholly through another agent: *Oster v. Moore*, 8 B.C.R. 115.

An estate agent appointed at an annual salary with an additional commission upon the first year's rent for every house which he should let on the estate, is entitled to such commission for letting houses for his principal, though the evidence was that the agreement for the letting was entered into with another agent, where it appeared the tenants were introduced to him by the first agent: *Bray v. Chandler*, 18 C.B. 718.