

had previously understood would be accepted. The agent then said that the purchaser would take the property on such terms and brought him to the owner. The purchaser then proposed that instead of the cash payment he should pay half thereof in cash and the other half in six months, the other payment to be as agreed on to which the owner acceded and the sale was carried out. The trial judge dismissed the action because there was a conflict of testimony as to whether the owner understood that the person who introduced the purchaser was working for a commission on the sale. On appeal the court, declaring itself to be in as good a position to judge of the facts as the trial Judge, held the person who introduced the purchaser to be entitled to the usual commission on the sale: *Wilkes v. Maricell*, 14 Man. L.R. 509. Attention may be called to the following round on which the Court of Appeal reviewed the evidence and decided that the right to maintain the action was established. "Where there are two persons of equal credibility and one states positively that a particular conversation took place while the other positively denies it, the proper conclusion is to find that the words were spoken and that the person who denies it has forgotten the circumstances."

A son of an owner resident in another country placed a farm in the hands of two different real estate agents for sale. One of the agents found a purchaser and informed the owner's son by letter, and the latter replied accepting the offer but asking the agent to call on the other agent and arrange regarding commission so that the writer of the letter would have to pay no more than one commission. The agent who found the purchaser did not communicate with the other agent but introduced his purchaser to the son's solicitor. The purchaser paid the solicitor a substantial sum to be applied on the purchase and was ready and willing to pay the balance on receipt of a transfer. In the meantime the other agent also made a sale of the farm at the same price as the first agent and this sale was completed by the owner's son who paid such other agent the usual commission. It was held that the first agent was entitled to his commission as he had done all that was necessary to earn it and as the son held a power of attorney from his father to sell and convey the property he was personally liable therefor: *Bell v. Rokeby*, 15 Man. L.R. 327. (Dubuc, C.J., and Perdue, J.)

Agents were held to be entitled to one-half the commission they would have earned if they had effected a sale of the property where they introduced to the owner a probable purchaser who afterwards arranged with the owner an exchange of some property of his own for the principal's: *Thordarson v. Jones*, 17 Man. L.R. 295.

Under an agreement whereby the principal promised to pay his agent a commission "on the completion of such sale" and "on completion of the deal," the expressions quoted are to be construed to mean on the execution of a binding agreement of sale, and, upon the happening of that event, the agent is entitled to recover his commission even though the purchaser afterwards defaulted: *Haffner v. Cordingley*, 18 Man. L.R. 1.