

as a *quantum meruit*, would necessarily be governed by the amount of commission stipulated to be paid when the property was disposed of. Mr. Justice Osler in the same case also said that on the wrongful refusal of the owner to sell, the agent was not entitled to sue for or to recover the commission, *qua* commission on the terms of the agreement, though he added that in that case the measure of damages might well have been the full amount of the commission.

Where the authority of an agent employed to sell on commission is revoked by the principal before a sale has been effected, the right of the agent to remuneration for what he has done in endeavouring to effect a sale depends on the terms on which he was employed. Thus, where clerical agents employed by the defendant to sell an advowson upon a commission upon the purchase money when the contract was completed, agreed as the purchase money was likely to be large, to forego a claim of three guineas which they ordinarily made for entering such property on their books, and for the trouble of answering inquiries respecting it, are not entitled to recover anything upon the principal having afterwards sold the advowson himself, and having revoked the plaintiffs' authority to sell, the agents as they had not effected the sale, and there was no evidence of their having done more than was ordinarily covered by the charge of three guineas, which they had agreed to forego: *Simpson v. Lamb*, 17 C.B. 603, 25 L.J.C.P. 113, 2 Jur. (N.S.) 91, 4 W.R. 328.

A firm of real estate brokers is not entitled to a commission from a vendor for securing a purchaser for land, who was, without the fact being disclosed to the vendor, a member of such firm and bought the land for its benefit: *Edgar v. Caskey*, 4 D.L.R. 460 (Alta.).

*The Right to Commission as Affected by the Employment of Two or More Agents.*

Where an owner, dissatisfied with his agent's failure to sell, placed his property with other agents but did not withdraw it from the first agent and it was sold by one of the agents at the same price net to the owner as the price he offered to the first agent, such first agent is not entitled to a commission: *Johnson v. Appleton*, 11 B.C.R. 128.

Where the owner of land, being hard pressed by the mortgagees thereof, employed an agent to sell the land at a specified price and the agent failed to make a sale at such price to a person he was negotiating with, and such person, through his banker, afterwards got into communication with a real estate agent employed by the mortgagees and, as a result of the work of the mortgagees' agent in the matter, finally purchased the property at a much less price than that at which it was offered through the owner's agent, the mortgagees' agent and not the owner's agent brought about the sale and the owner's agent is not entitled to any commission, although the owner was chargeable with the commission payable to the mortgagees' agent: *Bridgman v. Hepburn*, 13 B.C.R. 389, affirmed 42 Can. S.C.R. 228.