

sell it to X. for \$2,100. He then represented to the defendant that all X. would pay was \$2,000, and that the plaintiff ought to get some pay so the original contract was amended so as to give the plaintiff \$20 in addition to all over \$2,000. The defendant discovered the fraud and refused to sell through the plaintiff, but sold to X. directly, and the plaintiff sues for his commission. The court instructed the jury that the plaintiff's fraud, if established, would deprive him only of the \$20 commission. This was held error. The amendment was equivalent to a new contract for a single consideration. It was indivisible. "An agent owes his principal the utmost good faith, and if he fraudulently and falsely misrepresents the situation for the purpose of increasing his compensation and securing a more advantageous contract for himself, he cannot recover anything thereon. Indeed it is quite generally held that a separation of the good consideration from that which is illegal will be attempted only in those cases where the party seeking to enforce the contract is not a wrongdoer, or where denial of the relief asked would benefit the guilty party at the expense of the innocent."<sup>11</sup>  
—*Central Law Journal*.

(11) *Braden v. Randles*, 128 Ia. 653, 656.