

"If it be true that he does subject himself to such a liability, it is clear that he does not get the price offered to him, but only that price less a commission.

"It would also follow that the buyer who had employed the broker would, in the absence of a different agreement, stand free of liability to pay for the services which he had himself engaged, in other words: that a buyer is not expected to pay his agent's charge otherwise than by taking it out of the price agreed to be paid to the seller. Either that would follow or the broker would be entitled to collect a commission from the seller and another commission from the buyer.

"In the terms of article 1735 of the Code: "A broker is one who exercises the trade and calling of negotiating between parties the business of buying and selling or any other lawful transactions. He may be the mandatory of both parties and bind both by his acts in the business for which he is engaged by them."

"In general, a person cannot, at one and the same time, be the mandatory of two persons to effect a contract between them. That is both a legal and an intellectual impossibility. With a person who carries on business as a sales-broker, however, it will naturally happen that an intending seller will give him a price at or above which he is willing to sell a commodity, and that an intending buyer will give him a price at or below which he is willing to buy the same commodity.

"In such a case, the broker, acting as much for the seller as the buyer, may be the agent of both parties and explain the proposal of each one to the other and bring them together into a contract with each other, because, having in advance the announced consent of each, his function is merely declaratory of such consent. It is that peculiar relation which makes it possible for the particular class of mandatories called brokers to be the