

Tait, J. C., 1907, *Cruickshank vs Prud'homme et al.*, *R. J. Q.*, 31 *C. S.*, 313:—"When P. employed C. to sell real estate at a stated price for a commission of 5 per cent. and C. having found a purchaser M., the sale was not completed, but further negotiations were carried on between P. and M. alone, with C's. consent, and resulted in a sale for a sum exceeding that originally sought, C. was entitled to recover his commisston on the price actually paid. The fact that C. was a practising advocate was no bar to his claim."

Beaudry-Lacantinerie, Mandat, p. 359; *Lyon Caen*, vol. 3, p. 340, no 471; *Bowstead, Agency*, p. 187, art. 64; *Woodjatt, Agency*, p. 53; *Halsbury, Laws of England, Vo. Agency*, p. 194, no 413.

COURT OF APPEAL

Parole evidence. — Sale. — Delivery. — Examination
of damaged goods. — Redhibitory action.

MONTREAL, 25th November, 1910.

Sir L. A. JETTÉ, J. C., TRENHOLME, LAVERGNE, ARCHAMBEAULT
AND CARROLL, *dissident*, JJ.

T.S. VIPOND *et al.* vs J. W. WINDSOR.

HELD.—10. That it is not according to the pleadings that the courts must decide whether delivery had been made and payments effected on part of the goods, so to admit verbal testimony, under 1235 C. c., but according to evidence of record;