

ARTICLE II.

AGENTS AND FACTORS.

17.

To entitle the broker to commissions, his negotiations must be the ultimate cause of the sale; he is not entitled to commissions where no sale is made unless the purchaser is able, ready and willing to take the property upon the terms specified. If no contract of sale is executed between the owner and the purchaser, the broker must show not only that he procured a person who was ready, willing and able to purchase upon the terms authorized, but also that the owner was advised of that fact and given an opportunity to complete the sale, but did not do so because of his own default. A broker employed to sell real estate occupies a *quasi* fiduciary relation to his employer. *Coppage v. Howard*, 127 Md. 522.

A letter held not to be a definite and unconditional acceptance of a proposition for a loan, and hence the evidence did not bring the case within this section. *Navarre Realty Co. v. Coale*, 122 Md. 501.

Evidence held sufficient to entitle a broker to recover under this section; performance of contract not prevented by any act of plaintiff. *North Avenue Casino Co. v. Ferguson*, 130 Md. 380.

This section not considered for the reason that the transaction involved originated prior to its passage. *Owners Realty Co. v. Cook*, 123 Md. 5.