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JUNE 25, 1898

PALL MALL GAZETTE

AN ACTION AGAINST MR. DANIEL MAYER.

CLAIM FOR COMMISSION.

Before Mr. Justice Wills and a special jury yesterday, in the Queen's Bench Division, the case of *Smith v. Mayer* was heard. This was an action brought by Mr. Henry Methven Smith to recover from Mr. Daniel Mayer, 18, Great Marlborough-street, the sum of £7,500 and the transfer of certain shares in the Haake Piano Agency (Limited), held by Mrs. Mayer, making up an agreed commission of £10,000 alleged to be payable under a contract dated January 3, 1898, and February 4, 1898, whereby the plaintiff was to introduce a purchaser of the defendant's piano business, that of S. and P. Erard, for the sum of £130,000. The plaintiff alleged that he, acting with a Mr. D. M. Weigel, with whom he was to divide the commission, procured the introduction of Mr. James Dangerfield, the head of a well-known firm of printers, who was represented as a willing purchaser. The statement of claim set forth that Mr. Dangerfield was prepared to pay the sum asked, and give a substantial deposit, but that the defendant repudiated the contract.

The defendant denied the terms of the contract, pleaded that the events contemplated had not happened, and that the conditions had not been fulfilled. He also set up as a defence the plea that Mr. Dangerfield was not willing to purchase, while a further defence to the claim was that the agreement was cancelled and that it was a condition precedent that no commission be payable until the whole purchase-money had actually been received.

In the correspondence read the defendant complained that the fact of the business being in the market was the talk of financial circles, and he declined therefore to carry the negotiations further, while the plaintiff denied that he had made the matter public beyond the necessary negotiations for the formation of a company to work the concern. The plaintiff and his partner gave evidence in support of the claim, while Mr. Dangerfield said in the course of his evidence that he was prepared and able and willing to buy, having been in a position to raise the necessary money in two hours.

A verdict was given for the plaintiff for £500. Judgment accordingly.

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