

only enter into an agreement for the acquisition of any part of the lands of which the equity of redemption had been released, for the benefit of the plaintiffs. Assuming that the release of the equity of redemption was in law and in fact a valid transaction, and, therefore, binding upon the plaintiffs, it cannot be denied that if afterwards they could have brought about an arrangement by which in certain events they would receive back a portion of the lands, there is nothing in law to prevent them from doing so; and if the position that John T. Moore occupied towards the plaintiffs was such that if he obtained an arrangement of that nature with the Leadlays, it was his duty, as well as his legal obligation, to give the benefit of it to the plaintiffs, then it would follow that he could not in this action set it up on his own account and for his own benefit. It must not be forgotten that the effect of the release was not to work a dissolution of the plaintiffs' corporation. The defendant John T. Moore was not thereby discharged from his position as managing director. Indeed, he afterwards assumed to do acts on behalf of the plaintiffs as managing director; and there is force in the argument that, in the circumstances of this case, he could not make an arrangement for the acquisition of a portion of the released lands on payment to the mortgagees of their claim under the mortgage, except for the plaintiffs' benefit; and that would be a sufficient ground to prevent him from setting up the agreements as a bar to redemption by the plaintiffs. But, quite apart from these questions, and without absolutely determining them, there is nothing in the nature of the agreements to enable Moore to set them up as a bar.

There can be no question that before the agreement of 13th February, 1902, John T. Moore's position and that of the other Moores was only that of agency for the care and sale of the lands, on certain terms as to compensation. By the agreement of 13th February, 1902, the position of agency was retained, but under certain circumstances the agent was to receive a transfer of all the Leadlays' interest in such of the lands as remained after the Leadlays had received, in the manner specified, the amounts which they were willing to accept in satisfaction of their interest in the lands. But in the meantime and until that was done in accordance with the terms of the agreement, Moore's position was still that of agent. Upon failure to perform the terms mentioned in