

was the agreement, and reference was made to the clause in his letter to Osler of 11th October, 1905, to the effect that from any payment that might be made by the latter or any person for whom he was acting, a commission of 5 per cent. would be allowed, the same to be placed to his credit at the time the payment was made. But it seems plain that the object of the stipulation as to placing it to Osler's credit was to protect the right of his associates to share in the commission. At the time when that letter was written Glendinning was under the impression that Osler was intending to purchase for himself, or for himself and some others, and Glendinning's idea was to provide for the plaintiffs getting their commission out of any moneys that might be paid directly by Osler or his associates in a purchase. But these terms of the letter do not apply with precision to the case of a person procured to deal directly with the defendants and to become a purchaser and make an agreement for himself.

The defendant McLeod's information, however derived, led him to understand the nature of the arrangement with the plaintiffs to be that they were to procure a purchaser.

The Chancellor found that Hanson came to the defendants as a purchaser, through the instrumentality of the plaintiffs. They dealt with him, made their own bargain with him, and, having done so, Glendinning wrote on 31st October, 1905, to the plaintiff Cavanagh as follows: "I am pleased to be able to report to you that we have closed a deal with C. L. Hanson of Chicago for \$250,000—\$15,000 in cash, \$15,000 in 90 days, and balance of \$190,000 (this is evidently a mistake in the sum, which was \$220,000) in 15 months. This is a good deal, and as soon as they are satisfied as to our title the bank is to be instructed to pay us over the money held in escrow. I have written to Frank asking for instructions re the commission you were to get." On the same day he wrote Frank (Hutchins) informing him of the sale to Hanson, and saying, among other things, "You will kindly send instructions as to what steps are to be taken to secure you the 5 per cent. commission I agreed to offer." In the correspondence which followed, Hutchins does express the plaintiffs' willingness to accept a portion of the first payment and to wait for the remainder as the purchase money is paid. But this is based on the claim to be allowed 10 per cent. instead of 5 per cent. On the whole,