

This authority was limited to negotiating a sale to the plaintiffs upon the terms mentioned, and before the 12th June, 1909. The owners agreed that, upon payment to them of the whole sum of \$550,000, \$50,000, out of that sum, should be paid to Moore by way of additional commission. Eames represented to the plaintiffs, to the knowledge of Moore and Jeffery, and with their consent, if not at their suggestion, that the actual purchase-price of this mine was \$550,000; and the plaintiffs bought at that price, without notice or knowledge of the secret arrangement between the vendors and Eames, Jeffery, and Moore, until after the completion of the purchase and the payment over of the purchase-money. Moore transferred his claim for commission to Eames, and notified the owners, who substituted Eames for Moore.

The vendors received all of the purchase-money except an amount rebated because of payment being made before due. The vendors paid the \$25,000 commission, and they were afterwards ready to pay the \$50,000; but, in the meantime, the plaintiffs had become aware of the real transaction, and they demanded the \$50,000 from the vendors, alleging that they had been defrauded out of that amount by Eames, Moore, and Jeffery.

Another claimant for this so-called commission money appeared. The defendant Crane, on the 3rd August, 1909, notified the vendors that the commission of \$50,000 was payable to him, as the sale had been negotiated by his, Crane's, representative. Later on, the defendants Crane, Otis, Morse, Bruce, and Cotton, commenced an action against the defendants Moore, Jeffery, Eames, and the vendors, to recover this commission.

The vendors in that action applied for leave to pay the money into Court. On the 24th January, 1910, an order was made by the Master in Chambers directing: (1) that the defendants the owners should be at liberty to pay into Court \$50,000 and interest; (2) that, upon such payment in, that action would be dismissed as against the owners; (3 and 4) dealing with the matter of costs; and (5) that, without the issue of any new writ, Peacock and others, the purchasers, should proceed to the trial of an issue in which they should be plaintiffs, and the plaintiffs in that action, namely, Crane, Otis, Morse, Bruce, and Cotton, and Moore, Jeffery, and Eames should be defendants, to determine whether the plaintiffs in the issue, or some or one of them, or the defendants in the issue, or some or one of them, were or was entitled to the money to be paid into