

precise as to what "the balance of the farm" was. It is nowhere stated in the pleading what quantity of land there was in the lot in question—I cannot gather whether the purchaser was to have first 50 acres and then 73, or what the negotiations contemplated. Nor are the 50 acres specified. The 73 acres are called the east 73 acres, but that too, is surely indefinite.

For addition to these difficulties the statement of claim itself states that no memorandum in writing was delivered or signed by defendants, and in the 5th clause of the prayer for relief "damages for refusal to deliver written option agreed on" are properly claimed.

The registration of the certificate of *lis pendens* in the present case is another attempt to do what it was distinctly said could not be done in the analogous case of *Burdett v. Fader*, 6 O. L. R. 532, 2 O. W. R. 942—affirmed 7 O. L. R. 72, 3 O. W. R. 289.

Looking at the material and especially at the statement of claim itself, it seems to me that the present is a case in which "under no possible circumstances can the facts as set out in the pleading give any right to the plaintiff in respect of the lands in question:" *Brock v. Crawford*, *supra*, at p. 147.

The certificate will, therefore, be vacated with costs to defendant in any event.

MASTER IN CHAMBERS.

OCTOBER 1ST, 1912.

BARBER v. ROYAL LOAN & SAVINGS COMPANY.

4 O. W. N. 91.

Interpleader—Motion to Pay into Court and Interplead—Action by Architect for Fees.

Motion by defendants for leave to pay certain moneys into Court and interplead. The action was brought by an architect to recover fees for services, and defendants disputed his retainer, claiming that another firm of architects were the only persons with whom they had contracted and to whom they were liable. They accordingly moved to have the latter firm made defendants to the action in their stead.

MASTER-IN-CHAMBERS *held*, that there was nothing to indicate that defendants might not be liable to both parties.

Re Scottish American & Rymel, 14 O. W. R. 685, and *Re Smith & Bennett*, 2 O. W. R. 399, followed.

Motion dismissed with costs in cause to plaintiff, payable forthwith to third parties.