

them in connection with the registration of the third option; and I can have no doubt that such proceedings were taken for the purpose of indirectly affecting the proceedings in these civil actions; a thing much to be deprecated. There seems to be no reason, nor indeed any excuse, for not waiting until the civil proceedings begun were concluded, and the whole circumstances disclosed in evidence, before making the criminal charge.

There will be judgment for the plaintiffs in the first-mentioned action as I have intimated; but, under all the circumstances of the case, there will be no order as to any of the costs of it.

In the other action, the defendants appearing, and the plaintiffs not appearing, for trial, the defendants have a right to have it dismissed, and they may take that right with costs.

Proceedings in each action, upon this judgment, will be stayed for thirty days.

HODGINS, J.A.

OCTOBER 15TH, 1913.

***STRATHY v. STEPHENS.**

Vendor and Purchaser—Contract for Sale of Land—Agreement for Resale by Purchaser of Quarter Interest—Registration of Agreement—Quit-claim by Original Purchaser—New Agreement for Sale between Original Vendor and Purchaser—Rights of Subpurchaser—Registry Laws—Notice to Vendor—Specific Performance—Terms—Parties—Judicature Act, 1913, sec. 16(h)—Rule 134—Costs.

Action for the removal from the files of the registry office, as a cloud upon the plaintiff's title, of a certain agreement dated the 1st February, 1912, and registered on the 17th February, 1912, made between the defendant and one Gordon, brought in as a third party.

The defendant counterclaimed against the plaintiff for specific performance of the agreement; and claimed indemnity or other relief from Gordon, the third party.

M. J. Kenny, for the plaintiff.

A. J. McComber and A. McGovern, for the defendant

W. A. Dowler, K.C., and W. McBrady, for the third party.

*To be reported in the Ontario Law Reports.