fendants in the second of the before mentioned two actions -an agreement to sell it to them; Neil's wife was also applied to, but refused to enter into the agreement. These land agents were not able to pay for, and never had any intention to buy, the land, but took that which they called, and is usually called, "an option" with a view to selling their rights under it at a profit. Soon after another land agent appeared on the scene, and on the misrepresentation that the "option" already given was "no good," because not signed by the owner's wife, procured for himself another option signed by the wife, as well as the owner, at an increase of \$500 in the price. The third to approach the owner and his wife were the land agents Bailey and Hehl, parties to both actions; they were told of the second option and that they would be notified in case it was not taken up. It was not, but was allowed to lapse; they were sent for, and came, and entered into the third agreement or "option," which was given by both the owner and his wife. The owner and a witness. James Scott, have both testified that when this agreement was entered into the purchasers were informed of the giving of the first "option," though at this time there can be no doubt the owner thought it of no effect because his wife had refused to become a party to it.

The plaintiffs in the first mentioned action procured an assignment of the first and second "options" and then obtained a deed of the land from the owner and his wife, after paying to them the price mentioned in the first "option;" but all this was done after they had actual knowledge of the third "option."

The third "option" is registered—irregularly, the plaintiffs in the first mentioned action contend—and that action is brought to have the cloud, which they allege such registration creates upon their title, removed.

The second mentioned action is brought by the land agents who obtained the third "option"-Bailey and Hehl -to recover damages from the owner and his wife - the Neils-for breach of their agreement to sell-that is in the event of the plaintiffs succeeding in the first mentioned action.

There was no need for two actions; all questions ought to have been raised, and should be determined, in one; the questions involved in the second mentioned action should have been brought out in third party proceedings.