

meantime been, was registered on 26th April, 1906, as No. 11677.

The solicitors for the loan company on searching the title and discovering that the agreement between Henry Lang and the defendant company had been registered, paid over to Fee's solicitors \$600 of their proposed loan, but declined to pay the balance until said agreement was arranged in some way so as not to be a cloud upon his title. It appears that by this time Fee had also paid \$100 on account of the Canada Permanent mortgage.

Correspondence then ensued between the solicitors for plaintiff Fee and defendant company about the matter, the former contending that the registration of defendant company's agreement with Henry Lang was a cloud on plaintiff's title and should be removed, the latter contending that the moneys payable under the agreement for sale of the land made between Henry Lang and plaintiff Fee should not be paid over until the claim of defendant company was satisfied.

Samuel Eagles, one of the executors of deceased testator went from Collingwood to Stratford to interview defendant company, and took with him a quit-claim deed from it to plaintiff Fee for execution by the company. In the quit-claim deed the following clause was inserted: "And it is hereby agreed by and between the parties hereto that the giving of this release shall not in any way prejudice the claim of the said company against the said Henry Lang for any moneys that may be due to them from the said Henry Lang in respect to a certain agreement made between the said Henry Lang and the parties hereto of the first party, dated 10th day of August, 1905, and registered in the Registry Office for the north riding of the county of Grey on the 14th day of April, 1906, as No. 11668, against the aforesaid lands."

In a letter from the solicitors of plaintiff Fee to the solicitors for defendant company dated June 19th, 1906, they wrote as follows:—

"It would facilitate matters if you would have your clients release or postpone whatever claim they may have against the lands in question as against the purchaser W. G. Fee and against the Ontario Loan and Debenture Company. This will enable us to close out the deal. If this is done we will retain the purchase-money in our hands for a certain length of time to enable you to decide whether or not you will take proceeding on behalf of your clients to have it declared whether they are entitled to the same or a portion thereof."