

As defendant company apparently declined to adopt this suggestion, the writ in this action was finally issued on 28th March, 1912.

Plaintiffs in their statement of claim ask a declaration that the agreement registered by defendant company upon the land in question is a cloud upon the title of plaintiff Fee and that it be ordered to be discharged and a further declaration that plaintiff Margaret Lang, who in the meantime has been married again to a man named Clunis, is entitled to the balance of the purchase-money in the hands of plaintiff Fee. Plaintiffs also claim as against defendant company damages for loss and inconvenience sustained by its refusal to vacate the said agreements.

Before the registration by defendant company of their agreement with Henry Lang, the agreement for the purchase of the land by plaintiff Fee had been registered and became thereby notice to defendant company. It is apparent that by 10th August, 1905, plaintiff Fee had paid the cash payment of \$500 to defendant Henry Lang or his solicitors and that the whole thereof had gone to Henry Lang or been paid out on his account. Under the terms of the agreement it is, I think, plain that the balance of \$1,000 was to be payable by the purchaser to Margaret Lang. She and Henry Lang had apparently agreed before selling the land that that amount should go to her in full of her claim under the will of the testator with respect to said land. She was a young woman of about 41 or 42 years of age at that time, and Henry Lang might well assume that she had a fairly long lease of life. Henry Lang at the time appeared to have been somewhat in financial difficulties and was apparently anxious to sell the land so as to pay some of these debts. If defendant company at the time they sold their goods to the defendant Henry Lang and assumed to take a lien on the property in question through him had searched in the Registry Office they would have found the agreement for sale already registered, and of they had applied to the parties interested at that time would have learned that Henry Lang had parted with his interest therein and had been paid his share of the purchase-money.

On the whole, however, it seems to be fairly well established that at the time Henry Lang purchased the machinery from defendant company, he no longer had any interest in the land in question, on which he could give any lien to defendant company. I think there must be judgment for plain-