

insurance he would take care of the balance. Long after the adjustment of the insurance and in January, 1907, and later, the matter was again taken up, and finally in June, 1907, George refused to pay anything.

The appeal was heard by FALCONBRIDGE, C.J.K.B., TEETZEL and RIDDELL, JJ.

W. N. Ferguson, K.C., for the defendant George Percival.

G. R. Geary, K.C., for the plaintiff.

The judgment of the Court was delivered by RIDDELL, J., who said there could be no doubt that the plaintiff believed that he had a good cause of action, and it was equally clear that he delayed taking proceedings upon the promise that George would pay the amount he had agreed to pay if he (the plaintiff) would wait. . . Ever since *Callister v. Bischoffstein*, L. R. 5 Q. R. 449, at least, it has been the law that "if a man believes bona fide he has a fair chance of success he has a reasonable ground for suing, and his forbearance to sue will constitute a good consideration:" per Cockburn, C.J., at p. 452. In *Ex p. Banner*, 17 Q. B. D. 480, some doubt seems to have been cast upon this principle (see p. 490) by Brett, L.J.; but this doubt is in turn spoken of with disapproval by the Court of Appeal in *Miles v. New Zealand, etc., Co.*, 32 Ch. D. 266; and there can be now no doubt that the law is as stated by Cockburn, C.J.

Appeal dismissed with costs.

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MEREDITH, C.J.C.P., IN CHAMBERS.

OCTOBER 19TH, 1909.

STIDWELL v. TOWNSHIP OF NORTH DORCHESTER.

*Parties—Substitution of Assignee of Original Plaintiff—Order to Continue Proceedings—Terms—Security for Costs—Examination of Parties.*

Appeal by the defendants from an order of the Master in Chambers, ante 51, refusing to set aside a præcipe order to continue the action at the suit of the assignee of the original plaintiff.

W. E. Middleton, K.C., for the defendants.

J. F. Lash, for the plaintiffs.