

The authority of defendants' solicitor to act in making the settlement was not questioned; but defendants set up that, as there was no consideration for the alleged settlement, and plaintiffs' position was not in any way changed, defendants had the right to change their minds, and have the case fought out.

On the 8th April—the next sittings of the Court being near—defendants' solicitors wrote to plaintiffs' solicitors stating that there was illness in defendants' family, and that a postponement of the trial would probably be necessary, and inviting an offer of settlement.

On the 9th April plaintiffs' solicitors answered: "If your clients will pay the full amount, enough to satisfy the County Court execution at present in the sheriff's hands, together with the costs of the present action, excluding the costs of the motion to continue the injunction, but including all other costs properly taxable against your clients incurred in endeavouring to realize plaintiffs' claim herein, we will accept same."

On 11th April defendants' solicitors wired plaintiffs' solicitors, accepting the offer.

On 14th April defendants' solicitors wired to plaintiffs' solicitors that their clients instructed them to contest the action.

C. E. Hewson, K.C., and A. E. H. Creswicke, Barrie, for plaintiffs.

H. E. Stone, Parry Sound, for defendants.

BRITTON, J.—I find there was a complete settlement. There was consideration: plaintiffs stayed their hands; they agreed to waive the costs of the motion to continue the injunction; there was a certain amount of forbearance. It was the compromise of the suit, with the stay of proceedings—a mutual settlement of a bona fide dispute, where there were mutual promises; and the consideration for one was the promise of the other.

Plaintiffs are entitled to judgment in terms of settlement, with costs, except costs of motion to continue injunction, and the costs of the trial to be limited to costs of a motion for judgment in terms of settlement.

CARTWRIGHT, MASTER.

MAY 6TH, 1903.

CHAMBERS.

DESERONTO IRON CO. v. RATHBUN CO.

*Third Parties—Indemnity—Trial of Issues—Discovery—Directions.*

Motion by defendants for directions as to the disposition