

cause or matter." The limitation imposed by the words which I quote excludes, in my opinion, from the purview of this section, such extraneous matters as the parties have included in the latter portion of the agreement of 3rd April, 1907.

While it may be—and I think it is—most regrettable that, by raising objections apparently unfounded and devoid of merit, the parties opposing the present motion should be able to put the other persons interested to the expense, trouble, and delay of a fresh action to enforce their agreement, that is not a reason why the Court should assume a jurisdiction which, however advantageous and desirable to enable it to do speedy and effective justice in such a case as that now before me—in other cases it might be found embarrassing if not dangerous—did not exist before the Judicature Act, and was not, I think, conferred by that enactment.

In my opinion, I have not jurisdiction, upon this summary motion, after final judgment has been entered in the action, to pronounce a judgment or order for the enforcement of the unperformed terms of this compromise (the validity of which is denied)—terms not covered by such final judgment—terms which the parties have not agreed, and apparently did not intend, should be made a rule or judgment of the Court in these actions—and, above all, terms which were not included in the relief claimed in the actions themselves, and are not such as are "within the ordinary range of the Court in such an action," and in enforcing which the Court "must adjudicate upon equities distinct from those appearing on the records."

The motion must, therefore, be refused.

Inasmuch as the costs incurred upon this application have been very largely increased by issues raised by defendant Crawford upon which he entirely fails, I do not think he is entitled to an order for costs.