

ground that the party making it has a chance of succeeding in it; and, if he bonâ fide believes he has a fair chance of success, he has a reasonable ground for suing, and his forbearance to sue will constitute a good consideration: *Callister v. Bischoffsheim*, L.R. 5 Q.B. 449; *Miles v. New Zealand Alford Estate Co.*, 32 Ch. D. 266.

These plaintiffs not only believed that they had a chance of success, but there is nothing in the evidence to shew that their claims were, in their minds, at least, other than honest ones, or that they were otherwise than honestly made. By the agreement sued upon, they and Mary Ann Cox, in consideration of the payment which the defendant agreed to make, released their father's estate from all claims which they had against it, and withdraw, without costs, the caveat.

After a very careful consideration of the evidence, I can only conclude that the plaintiffs are entitled to succeed.

There will, therefore, be judgment in their favour for the amount prayed for and costs.

TEETZEL, J.

FEBRUARY 29TH, 1912.

WILSON v. KERNER.

*Landlord and Tenant—Lease—Covenant—Renewal—Perpetuity
—Construction—Acts of Parties.*

Action by the executors and the sole devisee under the will of Samuel Wilson, deceased, for the specific performance of a covenant in a lease, dated the 6th June, 1907, from the defendant to the plaintiffs' testator, in the words following: "And it is hereby further agreed by and between the parties hereto that the said lessee, his executors, administrators, and assigns, shall be entitled to a renewal of this lease for a further period of five years from the expiration of the term above demised, at the same rental and upon the same terms and conditions in all respects, if said lessee shall desire to hold the same for such extended term."

The lease expired on the 1st July, 1911; and the only dispute in carrying out the covenant for renewal and resulting in this action arose from the claim of the plaintiffs that the renewal of the lease should contain a similar covenant for renewal to that contained in the lease of the 6th June, 1907.