

necessary. The judgment entered in the Supreme Court seems to place the applicants in this difficulty.

In *Pirung v. Dawson*, 9 O. L. R. 248, 4 O. W. R. 499, the terms of the settlement were clearly confined to matters in controversy in the action, and no judgment had been entered. The judgment of Meredith, C.J., seems to shew that he intended his decision to cover only cases in which the motion might be regarded as analogous to a motion for judgment on the pleadings.

In *Rees v. Carruthers*, *ubi supra*, the Chancellor, at p. 52, uses language which seems clearly indicative of his view that the jurisdiction to enforce summarily by motion must be confined to compromises of which no terms go beyond what is in controversy in the action. The decision in *Davidson v. Merritton Wood and Pulp Co.*, 18 P. R. 139, is quite consistent with this view. . . .

[Reference to *Pryer v. Gribble*, L. R. 10 Ch. 534; *Britain v. Rossiter*, 11 Q. B. D. 123, 131; *Leggott v. Western*, 12 Q. B. D. 287.]

The Court of Chancery had not jurisdiction to enforce an agreement for compromise involving matters distinct from those appearing on the record in the cause: see *Askew v. Millington*, 9 Hare 65; *King v. Pinsonneault*, L. R. 6 P. C. 245, 258; and judgment of Malins, V.-C., in *Pryer v. Gribble*, L. R. 10 Ch. at p. 537.

Sub-section 9 of sec. 57 of the Ontario Judicature Act merely enables the Court to give effect in every action to equitable rights asserted by the parties, which might formerly have been grounds for restraining proceedings by prohibition or injunction; it further affirms the jurisdiction of the Court to stay proceedings in any action upon summary motion upon just and equitable grounds. The jurisdiction conferred or affirmed by this sub-section does not reach the present motion, by which it is not sought to restrain the prosecution of any proceedings. Under sub-sec. 12—the only other provision invoked by the applicants—the Court is required and empowered in every cause or matter pending before it to grant such remedies as any of the parties appear to be entitled to “in respect of any and every legal or equitable claim properly brought forward by them respectively in such