

Apart from the question of consideration arising from acceptance of a settlement less advantageous than her original claim, forbearance by one party at the request, express or implied, of another, constitutes good consideration. The defendant Norman Allan's promise could not be accounted for unless on one or both of two considerations—the plaintiff's acceptance of less than she believed she was entitled to or the putting her mind at rest so as to stay her hand in the prosecution of her claim against her uncle's estate, Norman Allan and his co-defendant being the executors.

Reference to *Callisher v. Bischoffsheim* (1870), L.R. 5 Q.B. 449; *Ockford v. Barelli* (1871), 20 W.R. 116; *Miles v. New Zealand Alford Estate Co.* (1886), 32 Ch.D. 266; *Holsworthy Urban District Council v. Rural District Council of Holsworthy*, [1907] 2 Ch. 62, 73.

Judgment for the plaintiff against the defendant Norman Allan for \$3,000 and interest from the 24th November, 1914, subject to a credit of the \$102.18 paid in 1914, with costs. As against the executors, action dismissed without costs.

MIDDLETON, J.

DECEMBER 26TH, 1916.

CLARKSON v. PLASTICS LIMITED.

Landlord and Tenant—Building Lease—Landlord's Covenant to Pay for Building—Price to be Determined by Appraisal Company—Ex Parte Valuation—Failure to Determine Price—Declaration of Rights of Parties—Company Acting as Valuator.

Action by the liquidator of the Chemical Laboratories Limited, landlord, against Plastics Limited, tenant, under a lease dated the 14th January, 1911, for a declaration that the sum of \$4,890.50 was the price to be paid for the tenant's building upon the demised premises.

The tenant agreed to build a factory, and the landlord covenanted that upon the termination of the lease he would pay for the building "at a price to be determined, upon the application of either party, by the Canadian Appraisal Company." On the election of the landlord, the lease was terminated on the 31st December, 1915.

Application was made by the plaintiff to the Canadian