

before him, the deed never became operative as between them; and that her heirs at law had no higher right than she had.

The learned Chief Justice was of opinion that the appeal should be allowed and the issue found in favour of the plaintiff Charles Henry Anning.

Appeal dismissed; MEREDITH, C.J.C.P., dissenting.

HIGH COURT DIVISION.

KELLY, J.

DECEMBER 26TH, 1916.

FRANCIS v. ALLAN.

*Contract—Compromise of Claim against Estate of Deceased Person
—Promise of Executor to Pay Sum in Settlement—Acceptance
—Consideration—Forbearance.*

Action by a niece of Henry W. Allen, deceased, to recover \$3,000 from his estate or from the defendant Norman Allan, his son.

The action was tried without a jury at Toronto.

G. W. Holmes and W. A. Lamport, for the plaintiff.

M. K. Cowan, K.C., and E. H. Brower, for the defendants.

KELLY, J., in a written judgment, dealt with the facts at length. The plaintiff's claim as made after the death of her uncle was for \$1,150 upon promissory notes made by him in her favour and \$2,000 which he had promised to leave her by his will, which he had failed to do. The defendant Norman Allan, in November, 1913, undertook with the plaintiff in writing that she should receive \$3,000 inclusive of the promissory notes. The plaintiff acceded to the proposal. In May, 1914, the plaintiff received \$102.18 from the executors. On the 7th January, 1915, without any previous hint at dissatisfaction, the defendant Norman Allan wrote to the plaintiff assuming to repudiate the compromise he had made with her in November, 1913.

A compromise of a disputed claim, honestly made, constitutes a valuable consideration, even if the claim ultimately turns out to be unfounded; it is not even necessary that the question in dispute should be really doubtful, it being sufficient that the parties in good faith believe it to be so: Halsbury's Laws of England, vol. 7, p. 387, para. 801; Cook v. Wright (1861), 1 B. & S. 559.