

7 Times L. R. 599; *Turner v. Green*, [1895] 2 Ch. 205; *Baker v. Blaker*, 55 L. T. 725; *Hakes v. Hodgkins*, 17th May, 1877, unreported, referred to in *Eden v. Naish*, 7 Ch. D. 781.]

*Eden v. Naish*, 7 Ch. D. 781, is the only case in which the Court appears to have dealt upon summons with questions raised as to the validity of an agreement for compromise, and to have enforced an agreement for compromise summarily notwithstanding such objections. The Court found, upon examinations of the parties and witnesses, that there were no circumstances which entitled the party opposing the motion to resist its performance, and that the grounds upon which the validity of the agreement was questioned were not well founded. The agreement did not contain a provision that it should be made a rule of Court, and this decision is, perhaps, inconsistent with that of *Barnes, J.*, in *Graves v. Graves*, *supra*, from which *Eden v. Naish* may, however, be distinguished because, in the latter, judgment for dissolution of partnership had been pronounced and a reference directed to take accounts, pending which the compromise was effected, whereas in *Graves v. Graves* the action had been discontinued. The compromise in *Eden v. Naish*, moreover, was confined to an adjustment of the matters involved in the reference under the judgment; that in *Graves v. Graves* went beyond the record. Neither does the course taken by *Hall, V.-C.*, in *Eden v. Naish*, seem to be in entire harmony with the views of *Fry, J.*, as expressed in *In re Gaudet Frères S. S. Co.*, 12 Ch. D. 882, at p. 885. He directed that a summons to enforce a compromise should stand over until the validity of the agreement, which was denied by the respondent, should be ascertained, saying: "It is not alleged that there is any question of fraud or misrepresentation. If there were, it may be that I should not be able to dispose of the whole matter on this summons. But, if there is no such question or no question at all as to the validity of the compromise, it appears to me that I can dispose of the whole matter on the summons. The summons must, however, stand over to enable *Leslie* to make out, if he can, his case against the validity of the agreement."

Neither in *In re Gaudet Frères S. S. Co.* nor in *Eden v. Naish* did the terms of the compromise include matters beyond those in issue upon the record, the suggestion of