

ANGLIN, J.

OCTOBER 12TH, 1907.

WEEKLY COURT.

MCLEOD v. CRAWFORD.

MCLEOD v. LAWSON.

Settlement of Actions—Agreement for Compromise—Summary Application to Enforce—Jurisdiction of High Court—Unperformed Terms of Agreement—Application Made after Final Judgment—No Agreement to Make Terms a Rule of Court—Terms not Included in the Relief Claimed in the Actions—Grounds upon which Motion Resisted—Perjury—Fraud—Concealment—Undue Pressure—Failure of Grounds—Costs of Application.

Motion by plaintiffs, Murdock McLeod and Donald Crawford, for an order or judgment compelling defendant Thomas Crawford to convey to the Lawson Mine Limited, pursuant to an agreement of settlement of 3rd April, 1907, a one-quarter interest in the Lawson mine, to which he remained beneficially entitled after the judgment of the Court of Appeal in these actions.

G. H. Watson, K.C., for the applicants.

S. H. Blake, K.C., for defendant Lawson.

R. McKay, for defendant John McLeod and his committee.

J. B. Holden, for defendant John McMartin.

S. R. Clarke, for defendant Thomas Crawford.

ANGLIN, J.:—These actions were brought to determine the respective interests of the parties to them in a valuable property known as the Lawson Mine.

By judgment at the trial it was determined that Murdock McLeod, Donald Crawford, Thomas Crawford, and John McLeod, were each entitled to an undivided one-quarter interest in the mine, and that Herbert Lawson had certain limited rights as a licensee. In the Court of Appeal this judgment