

effect were carried on by Judge Clark until his death about eight years ago. Certain important conditions as to 500 of the 5,000 shares of the Great North West Central R. Co. to be retained, and still in the plaintiff's possession or control, were made with Judge Clark verbally only.

It is apparently out of that verbal agreement or understanding that the action arises.

Several important matters required attention so that it was not until June, 1900, that the ground was cleared for putting into operation the alleged verbal agreement as to the purchase from plaintiff of his 10 shares. Then application was made to the Canadian Pacific R. Co. to have that agreement carried out as plaintiff understood it. Thereupon negotiations took place and a voluminous correspondence passed between the solicitors. A compromise was suggested and as far back as February of this year plaintiff's solicitor forwarded a draft statement of claim, setting out the grounds of this action, and offering to accept \$300,000 in settlement.

This, however, was not accepted—and finally a writ was issued on 24th September, and statement of claim delivered on 7th October, instant.

The negotiations above referred to were carried on by the general counsel of the Canadian Pacific R. Co., resident at Montreal, and by another solicitor and a counsel both resident here. But the defence of the action has been given to the company's Toronto solicitor. He has made no affidavit of the reasons for the motion and supported his motion very vigorously.

Considering the large amount of the plaintiff's claim, the death of Judge Clark—the mass of correspondence and other documents necessary for consideration in order to prepare a full and definite statement of the grounds of defence, a reasonable time should be granted.

Three weeks have now passed since the delivery of the statement of claim during which time the company's solicitor has not been idle. It cannot be thought unreasonable or unfair to either party to require the statement of defence to be delivered not later than November 23rd prox.

The costs of the motion will be in the cause.