

the plaintiffs amended by setting up the identity of the defendant with the Insurance Brokerage Co. and alleging that the premiums were never paid to the insuring companies and never reached their hands, though the defendant assured the plaintiffs otherwise. The defendant has rejoined that the reply does not disclose any right in the plaintiffs to recover even if the facts as to the identity of the Brokerage Company and the defendant are true.

He further alleges that he obtained insurance for the plaintiff as he had agreed to do, and is not responsible for the pretended cancellation by the insurance companies who issued the policies.

No doubt if the order is granted there can be any trial of the action until after vacation. But this is not of itself any reason for a refusal as there has not been any delay on the part of the defendant in the conduct of the case.

Then the issue raised by the plaintiff is a very serious one for the defendant, involving his honesty and veracity. It is essential for his future business career that he should clear himself in the matter and he is entitled to all reasonable facilities for so doing.

See *Ferguson v. Millican*, 11 O. L. R. 35, which gave effect to the principle that defendants are to be allowed all "reasonable facilities for making out their defence." An order will, therefore, be granted, and the costs of same and of the commissions will be reserved to the taxing officer, if not disposed of at the trial.

The date of the return of the commissions should not be later than August 1st—unless otherwise agreed by the parties.

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HON. MR. JUSTICE LENNOX.

MAY 5TH, 1913.

SHERIFF v. AITCHESON.

4 O. W. N. 1269.

*Vendor and Purchaser—Specific Performance—No Completed Agreement—Parties Never "ad idem"—Disparity in Intelligence of Parties.*

LENNOX, J., dismissed plaintiff's action for specific performance of an alleged agreement to sell certain lands upon the ground that the agreement had not been proven to have been understood by defendant.