

to Winnipeg, and to two places in the United States, to take evidence of the proper officers of the companies who issued the policies in question, on the question of payment. The Master said that there was no doubt that, if the order should be granted, there could not be any trial of the action until after vacation. But this was not, of itself, any reason for a refusal, as there had not been any delay on the part of the defendant in the conduct of the case. The issue raised by the plaintiffs was a very serious one for the defendant, involving his honesty and veracity. It was essential for his future business career that he should clear himself in the matter, and he was 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 should, therefore, be granted, and the costs thereof and of the commissions reserved to be disposed of by the Taxing Officer, if not disposed of at the trial. The date of the return of the commissions should not be later than the 1st August—unless otherwise agreed by the parties. C. A. Moss, for the defendant. F. Arnoldi, K.C., for the plaintiffs.

DAVISON V. THOMPSON—KELLY, J.—MAY 15.

Promissory Notes—Action on—Defence—Notes Given without Consideration and for Accommodation of Plaintiff—Conflicting Testimony—Finding of Fact—Amendment of Defence—Refusal.—Action on two promissory notes, one for \$500, the other for \$600, made by the defendant, payable to the plaintiff, in renewal of three notes for the same aggregate amount. The defendant did not dispute the making of the notes sued on or of the original notes; his defence was, that they were given without consideration and for the accommodation of the plaintiff. At the trial, the defendant moved for leave to amend the statement of defence; the motion was refused. The learned Judge, weighing the conflicting testimony in the light of the circumstances shewn, found that the plaintiff was entitled to succeed. Judgment for the plaintiff for the amount claimed, with costs. J. T. White, for the plaintiff. W. M. Hall, for the defendant.