

of the said paragraph 3 the following words, 'extent and volume of business, withdrawal of profits, and employment of labour.' "

In accordance with my usual practice, I directed the notice of motion to be filed, intimating that, no doubt, I would allow the amendment if the evidence and the merits of the case seemed to justify it.

The only written representation made by the plaintiff is contained in the following letter (dated the 11th April, 1913, and written by the plaintiff to one of the defendants): "This business is one well-established, and has a large and growing trade, and with more capital could easily be very much increased, and at a point such as your town, with more than one railway, would make a good return for money invested, as I can shew by my cost of production. We have been giving employment to about 25 hands the year around. Any further information you may desire will be pleased to give it."

It is but faintly contended that this letter contains any substantial misrepresentation. The business did increase slightly from 1910 to 1911 and from 1911 to 1912, and "about 25 hands" is not a gross misrepresentation.

Then as to the alleged verbal misrepresentations, it is a matter of comment that, up to the middle of February, apparently the only instruction given to the defendants' solicitor was as to the statement set out in the defence, i.e., as to the profits, net and gross. When this is read in connection with the alleged statement of a business shewing sales or gross proceeds of \$32,000, the result is, that this presumably sane plaintiff sells a business worth net \$9,000 or \$11,000 a year for \$15,000 or, if we add the \$10,000 stock, for \$25,000—a *reductio ad absurdum*.

As counsel said in argument, there was a lamentable conflict of testimony. The phrase is well chosen in view of the fact that the parties and their witnesses all seemed to be highly respectable people, and I have no remarks to make as to their respective demeanour in the witness-box.

Only four out of the six defendants were called. Bullock and Russill did not give evidence; and, therefore, I am told nothing about any representations which may have been made to them to induce them to enter into the contract. And I think it is a subject of comment as to the whole case that they were not called for the defence.

It is a very remarkable thing that, while Drewry says that he heard before or about the 1st July that things were not as