

By their statement of defence and counterclaim the defendants plead that the plaintiff, having a special knowledge of the business of foundryman and stove-manufacturer, entered into negotiations with the defendants, who had no personal knowledge of the business, and he, knowing that the defendants would have to rely entirely on his representations, undertook and represented to the defendants that the business he was offering to sell had for a number of years before been actually earning a profit of 50 per cent. gross, and $33\frac{1}{3}$ per cent. net on the output annually; and the defendants, desiring to establish a paying industry to boom (sic) the village of Brighton, as well as for their own profit, and relying on the plaintiff's representations, paid the \$1,000 mentioned; that they afterwards learned that the said representations were not true, but were grossly exaggerated, and they wrote a letter to the plaintiff requesting him to verify his said representations, to which they received no reply (this is the letter of the 29th November, 1913, hereinafter referred to); but the plaintiff, on the contrary, commenced this action; and the defendants claimed by way of relief that the agreement by reason of the false representations made by the plaintiff as aforesaid was a fraud upon the defendants, and should be declared to be null and void, etc.; and, by way of counterclaim, they asked repayment of the said \$1,000 and damages, etc. The reply to this pleading was delivered on the 21st February, 1914.

On the 9th April, 1914, the defendants' solicitor served a notice on the plaintiff's solicitor that application would be made at the hearing for leave to amend the statement of defence "by adding after the word 'annually' in the 23rd line of the 3rd paragraph thereof the following words, 'and that the annual output was 1,500 or more stoves of various patterns, selling at various prices ranging from \$5 to \$38, and that the total sales and gross proceeds for the year 1912 were upwards of \$32,000; that the net profit thereon was $33\frac{1}{3}$ per cent.; and that the plaintiff had been drawing from such profits the sum of about \$4,000 a year for living expenses, leaving the balance of profits as shewn in the said business; that the business was one well-established, and had a large and growing trade, and at a point such as the village of Brighton would make a good return for money invested, as the plaintiff alleged he could shew by his cost of production; and that the plaintiff had in the said business been giving employment to about 25 hands all the year round; and by adding after the word 'profits' in the 30th line