

defendants knew that—and neither lease nor copy of it was produced during the negotiations which resulted in the contract now impeached. The plaintiffs were entitled to rely upon representations made—if they were made—and the jury have found that they were made—and falsely made to the knowledge of the defendants. The cause of action arose when the false and fraudulent representations so made were acted upon by the plaintiffs, by their entering into the contract.

The alcohol cans and wooden axles belonged to the plaintiffs under their purchase of the contents of the garage.

There will be judgment for the plaintiffs for \$515 with costs.

The defendants' counterclaim has been established to the amount of \$111. The adjustment was to be as of 1st October and that adjustment was made and by it the sum of \$196 was found due to defendant Gibbons. For this amount the plaintiff Garrett on the 9th October, 1912, gave his check on the Imperial Bank of Canada, to the American Motor Sales—but the check was not paid.

The amount \$196 included one month's rent—the rent being payable in advance the rent for October had been paid by Gibbons or on his behalf—and this was subsequently paid by plaintiffs or one of them. That amount deducted from \$196 leaves \$111 for which defendant Gibbons is entitled to judgment with costs on his counterclaim.

Judgment for plaintiffs for \$515 with costs.

Judgment for defendants on counterclaim for \$111 with costs.

Judgment on counterclaim may be deducted from judgment for plaintiffs. Thirty days' stay.