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injustice would be done by refusing permission to answer to such amendment. But no such inconvenience appears in the present case.

“Estes was a broker and carried on mining operations on the exchange; at the same time he was a director of the above mentioned mining company. Instead of buying shares on the exchange he sold a certain number of shares which belonged to him. This practice is of daily occurrence and Bennett has not shown in what respect this peculiar method of purchase caused him prejudice; he in no way indicates that he could have produced a defence other than that filed in the first place. He neither alleges nor shows any prejudice, apart from the fact that possibly the purchase on 'Change might have caused a rise in the shares, seeing that the more transactions the more the value of the shares. The damage suffered is most problematical; in fact, it is so remote and uncertain that this court cannot take it into consideration.

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“To sum up; What mattered it to Bennett whether the shares were bought on Change through a broker, or whether they were bought from the broker directly, especially when he claims he never bought at all, but only entered into a gaining transaction.

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“Let us see whether the verbal evidence justifies this plea: Naturally, Bennett repeats in his deposition what he alleges in his plea, but Gourlay, the agent who sold to him, contradicts him flatly and declares that the sale was serious and that there was no understanding that the shares were not to be delivered. Another witness who heard part of the conversation said he heard the word “margin.” That's all he understood. Evidently the margin to be paid must have been mentioned, as Bennett deposited 20 per cent