

appellant company was carrying on in Toronto, together with all the plant, machinery, stock in trade, furniture, fixtures, goods and chattels, as well as the goodwill of the business, "and all other appurtenances appertaining" to the business, for \$4,379.09; that the appellants Brown and Langley had on the previous 28th January made a contract with the Dominion Sugar Company Limited, by which that company agreed to deliver on or before the 1st December, 1914, upon the appellants' business premises and for their use in their business, 300,000 lbs. of the company's No. 1 crystal granulated sugar, for the price of \$3.95 per cwt.; that it was agreed between the parties that, as part of the consideration for which the respondents were to pay the \$4,379.09, the appellants should "turn over" the sugar contract to the respondents; that the agreement which was prepared and executed, and bears date the 7th August, 1914, and purported to express the agreement between the parties, did not contain the whole agreement, but that there was "left out" of it the agreement as to the sugar contract; that this occurred through "some inadvertence;" that, in pursuance of the "real agreement," the respondents, at the request and by the direction of the appellants, informed the sugar company that the respondents had purchased the appellants' business, and that the appellants had agreed to transfer to them all the benefits to which the appellants were entitled under the sugar contract; that the sugar company accepted "the said assignment;" and, in consideration of the respondents agreeing to pay to the sugar company the price mentioned in the sugar contract, the company agreed to deliver to the respondents what yet remained to be delivered of the sugar, which was 220,300 lbs.; that the sugar company commenced to supply the sugar to the respondents in continuation of the contract between the company and the appellants, and supplied to the respondents "pursuant to the . . . contract and to the assignment" of it, 32,700 lbs. of sugar; that the sugar company was willing to continue to deliver the sugar to the respondents, but was, about the 14th September, 1914, notified by the appellants not to do so; that the price of sugar advanced to \$6.71 per cwt.; that it was necessary for the successful carrying on of the respondents' business that they should have the benefit of the contract with the sugar company, because their competitors had, as the practice was, made contracts for a supply of sugar for the year in the early part of the year, at the lower prices which then obtained; and that, in consequence of the respondents not being able to obtain the sugar from the sugar company under its con-

