

plaintiff in an action for seduction. The appeal was taken on the grounds that the defendant should have been allowed to cross-examine the plaintiff's daughter to shew that the nominal plaintiff had no interest in the action, but that it was brought for the daughter's benefit alone, and to shew the contents of certain letters written by her to a doctor and others, and to cross-examine plaintiff's wife to shew that plaintiff had been unduly intimate with other women subsequent to his marriage. Objection was also made to the charge.

G. F. Shepley, K.C., for defendant.

F. A. Anglin, K.C., for plaintiff.

BOYD, C.—The appeal must be dismissed. The attempt to prove that the action was brought colourably by the father and really by the girl, was not admissible, the issue not having been raised. The further evidence was also rightly rejected as being irrelevant on the present record. The Judge's remarks as to alibi were corrected and made sufficiently plain after objection raised, and were probably plainly enough put at the close of the main charge. There had been plenty of evidence to justify the verdict.

MEREDITH, J.—The evidence rejected was not admissible on the ground urged in support thereof at the trial, but was admissible as affecting the credibility of witnesses. No substantial wrong or miscarriage was, however, occasioned. The case was clearly one for the jury.

Appeal dismissed with costs.

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DECEMBER 22ND, 1902.

DIVISIONAL COURT.

DUNLOP PNEUMATIC TIRE CO. v. RYCKMAN.

*Pleading—Counterclaim—Exclusion of—Defendants to Counterclaim out of Jurisdiction—Foreign Trade Mark, Subject of Counterclaim—Hardship—Injustice.*

Appeal by defendants the Dunlop Tire Co. from order of STREET, J. (ante 699), reversing order of the Master in Chambers and striking out certain paragraphs of the statement of defence and counterclaim of the appellants. The action was brought by the English company to restrain the appellants from exporting tires from America and competing with plaintiffs in other parts of the world. The defence of the Canadian company set up certain rights against the plain-