

business, and name and his services, to the new concern. He would be a loser if the stock depreciated in value or if the custom drifted away and the business became worthless as a going concern, and he must share in the profits too on the final winding up, if there is an appreciation in values.

Then what is meant by fraud in the statute? I have referred already to the judgment of Mr. Justice Anglin. What could it mean except a wilful withholding or misrepresentation of the profits on the basis of profits. The defendant appeared to be a fairly respectable man, though keenly alive to his own interests, and there are a lot of them who fail to be judicially impartial when it comes to separating their moneys from the moneys of some one else. The statement was not a fair one, and the defendant knew it, it was not an honest one, and he knew it, and, exercising this statutory judicial function of finally deciding between himself and his associate, and much more deciding between himself and the widow of his associate, necessarily ignorant of the facts, I cannot come to any other conclusion than that this statement in which the defendant charged up everything as if it had been a permanent business, whether the deceased got the benefit of it or not, omitted all the profits on sale, and omitted even the money received on the sale of fixtures and all the outstanding book debts—I say that I cannot come to any other conclusion than that the statement was intentionally misleading, and was fraudulent within the meaning of the statute.

There will be a reference to the Local Master to take an account upon the lines above indicated.

Further directions and costs reserved.