

ants' veracity. I think he has no such right, and that, the undertaking upon the strength of which the evidence was admitted not having been complied with, this evidence must be treated as though it had not been given. If the defendants on cross-examination had been asked as to the representations, the plaintiff would have been concluded by their answers, and the evidence referred to would not have been admissible: If the issue had been as to the existence of a partnership, then the evidence would, of course, have been admissible, but where it is conceded that there was no partnership, holding out to others than the plaintiff was quite immaterial. This is determined, in a way that binds me, by *Dominion Express Co. v. Maughan* (1910), 21 O.L.R. 510. The plaintiff cannot shew that there was holding out to him by shewing that there was holding out to others. Where it is sought to shew fraudulent intent in criminal cases, and probably also in civil cases, similar transactions may be shewn for the purpose of establishing the intent, but for no other purpose.

Too little attention is generally paid to what is said in *Tenant v. Hamilton* (1839), 7 Cl. & F. 122, 134: "It is an acknowledged law of evidence that you cannot go into an irrelevant inquiry for the purpose of raising a collateral issue to discredit a witness produced on the other side." It must be borne in mind that this was said of cross-examination.

The case then narrows itself very much. When Athes first went to Galt, his two daughters, Anastasia and Lulu, went with him. These young ladies carried on the business, their father assisting them. It was carried on in their name, as "A. & L. Athes." The bank account was in this name; the bills of fare in the restaurant were headed "The Sparta Restaurant, A. & L. Athes, Proprietors." The advertisements were in the same way. The business was carried on by these young ladies for some years, and in November, 1912, one of the daughters, Lulu, having married, and the other daughter being about to marry, they sold out to the father for \$3,000. He gave each daughter a series of notes for \$1,500. This transaction took place in the office of Mr. Scellen, a well-known solicitor, and he prepared the documents. Anastasia has received payment of her \$1,500, but the other daughter has received only \$50 on account.

Something over a year after the father took the business, he desired the daughter Lulu and her husband, George Gettas, to come and take part in its management. The arrangement was that they should be paid wages. At first the daughter took no part, but later on she, as well as her husband, took part, and she