

"Now, Arthur, don't mention this, as the firm don't know yet. We are not prepared to resign for a couple of weeks, but join us. We can all make money together."

Randall replied on 7th June declining to join defendants. Randall was at this time in the employment of defendants at \$150 a month. . . .

King was dismissed on 14th June. Wovenden came up from Montreal on the 15th, and a meeting was held the same evening. At this time Harcourt and Baird had also been dismissed. Trout and Archibald were not dismissed until the next day. On the evening of the 15th an agreement was entered into between Wovenden, of the one part, and defendants King, Baird, Harcourt, Trout, and Archibald, and Standfield, of the other part. The parties agree to form a company within a period of 4 months, and the parties of the second part bind themselves to enter the employment of the company for a period of 5 years at a salary of not less than \$2,000 per annum and commission on sales. It is further provided that King is to be manager, Baird, mechanical superintendent, Harcourt, Trout, Archibald, Standfield, and Randall, travelling accountants. They are to devote all their time and energy to the new company. Should the company be incorporated and start business within a period of 4 months, and should any of the parties of the second part fail to carry out their engagement made and make default, they are liable to pay a penalty of \$1,000 as damages for such default.

After the meeting at which the above agreement was signed, Baird and King, the same night, went to the house of defendant Hoose, got him out of bed, and then and there engaged him at a salary greater than he received from plaintiffs, the salary to commence at 12 o'clock that night. But for the solicitations of hiring, I find that Hoose would have returned to work for plaintiffs the next day. Hoose carried away from plaintiffs' factory a large number of tools belonging to plaintiffs, many of them specifically made for the making of certain machines of plaintiffs, then and now required in plaintiffs' factory. . . .

Defendants obtained incorporation, and for their company's name, under which they are now carrying on business, they appropriated the words "Business Systems," which plaintiffs had used from the inception of their busi-