

by the company in the laundry department. It was his special business to look after and direct the laundry work, including the custom work, as well as the finishing of the manufactured goods, which were all put through the laundry processes in this one business. As to this, I refer to *Leather Cloth Co. v. Lorsont*, L.R. 9 Eq. 345, and *Haynes v. Doman*, [1899] 2 Ch. 13, 30.

"If," says Sir George Jessel, in *Printing and Numerical Registering Co. v. Sampson*, L.R. 19 Eq. 462, 465, "there is one thing which more than another public policy requires it is that men of full age and competent understanding shall have the utmost liberty of contracting, and that these contracts when entered into freely and voluntarily shall be held sacred and shall be enforced by Courts of justice." Bearing this salutary rule in mind, and weighing the sort of evidence given in this case, it appears to me that the defendant has failed to make a defence sufficient to relieve him from his engagement. . . .

[Reference to *E. Underwood and Son Limited v. Barker*, [1899] 1 Ch. 300; *Rousillon v. Rousillon*, 14 Ch.D. 351; *Lamson Pneumatic Tube Co. v. Phillips*, 91 L.T.R. 363; *White v. Wilson*, 23 Times L.R. 469; *Dowden and Pook Limited v. Pook*, [1904] 1 K.B. 45; *Henry Leetham & Sons Limited v. Johnstone-White*, [1907] 1 Ch. 322, 327.]

The defendant left the business of the plaintiffs on the 2nd June, 1910, and he should be inhibited for three years from that date from violating his engagement complained of in the pleadings.

I understand that the operation of the interim injunction was suspended on the undertaking to keep an account of profits. These profits should be investigated by the Master and paid over to the plaintiffs, who are also entitled to their costs of action and appeal.

I agree with the learned Chief Justice that the original contract as to the restrictive clause remains in force, though there was a further arrangement as to the increase of salary afterwards made.

LATCHFORD and MIDDLETON, JJ., agreed; the latter stating reasons in writing.