

JANUARY 13TH, 1909.

TRIAL.

COPELAND-CHATTERSON CO. v. BUSINESS SYSTEMS LIMITED.

Damages—Inciting or Procuring Breach of Contract—Actionable Wrong—Sale of Goods to Customers Subject to Restriction—Rival in Business, with Notice of Restriction, Inducing Customer to Break Contract—Malice—Proof of Damage—Injunction—Nominal Damages—Reference—Costs.

Action for damages for interference by defendants with the contractual relations between plaintiffs and their customers.

W. E. Raney, K.C., and C. M. Colquhoun, for plaintiffs.
G. H. Kilmer, K.C., and W. H. Irving, for defendants.

BOYD, C.:—This is the latest, if not the last, chapter in the history of the feud between the Copeland-Chatterson and the Business Systems concerns. Both the litigants have ceased to do business as they were constituted at the beginning of the litigation herein, and the evidence was given in this case rather with a view of winding up the loose ends than of fighting the remaining issues to their legitimate results. Probably both parties have had enough of active controversy in the Courts. However that may be, the only matter presented for decision to me was the right to recover damages for alleged interference of the defendants with the contractual relations between the plaintiffs and their customers, as at common law, and not taking into account any reference to the patents held by the plaintiffs and referred to at length in the pleadings.

The defendants' company was formed by 4 members or employees of the plaintiffs, who formed a corporate combination for the purpose of competing with the plaintiffs in their line of business. This was mainly the sale of ledgers and other books with binders fitted up on the loose-leaf system, which has come into great vogue in business circles. The business of plaintiffs was carried on chiefly by means of canvassing agents, who visited all parts of the