

provincial enactment, as in the case of federal legislation under sec. 94. But I do not desire to be understood as expressing any opinion on the point.

Motion dismissed; costs in the cause.

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MAGEE, J.

FEBRUARY 10TH, 1906.

WEEKLY COURT.

DAVIES v. DAVIS.

*Covenant—Restraint of Trade—Breach—Injunction—Damages—Trade Name—Competition—Representations.*

Motion by plaintiff for judgment on the statement of claim in default of defence in an action for an injunction and damages in respect of a breach of a trade covenant.

J. R. Code, for plaintiff.

No one for defendant.

MAGEE, J.:—The defendant George R. Davis did not appear or allege that the restriction upon trade was unreasonable or inflicted any hardship upon him. The old limits allowed for restraint have been considerably relaxed in compliance with the necessities of modern business: *Underwood v. Barker*, [1899] 1 Ch. 300; *Nordenfelt v. Maxim Co.*, [1894] A. C. 535; *Cook v. Shaw*, 25 O. R. 124; *Haynes v. Doman*, [1899] 2 Ch. 13.

The contract is not very clearly set out in the statement of claim, but it can be assumed from it that defendant George R. Davis sold to plaintiff the business, stock, plant, patents, and right to the exclusive use of the name of the *Novelty Manufacturing Co.* as a trade name, and covenanted not to carry on the business or use the trade name in competition with plaintiff.

Plaintiff is therefore entitled to have an injunction continued against the carrying on by George R. Davis, his executors or administrators, in Toronto or elsewhere in Canada, of business of the kind carried on under the name of the