

FALCONBRIDGE, C.J.:—I have delayed this for a time with a view of writing something. But I do not know that I can usefully add anything to what my learned brothers have said.

I agree in the result arrived at by them.

MAY 6TH, 1909.

DIVISIONAL COURT.

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—Modification—Nominal
Damages—Reference—Costs.*

Appeal by defendants from judgment of BOYD, C., ante 259, in favour of plaintiffs.

G. H. Kilmer, K.C., for defendants.

W. E. Raney, K.C., for plaintiffs.

THE COURT (MULOCK, C.J., MAGEE, J., CLUTE, J.), varied the judgment by narrowing the injunction so that it is to restrain defendants from making contracts with persons whom they know to have made contracts with plaintiffs, and with this variation judgment affirmed with costs.

MEREDITH, C. J.

MAY 7TH, 1909.

CHAMBERS.

FOSTER v. MACDONALD.

*Slander—Pleading—Statement of Defence—Justification —
Particulars—Fair Comment—Mitigation of Damages —
Provocatory Challenge—Irrelevant Matters—Embarrassment—Scope of Trial—Specific Charges.*

Appeal by defendant and cross-appeal by plaintiff from order of Master in Chambers, ante 1012.

N. W. Rowell, K.C., for defendant.

I. F. Hellmuth, K.C., for plaintiff.