defendant is, whether it is sufficiently like it to compete with it seriously: Drew v. Guy, [1894] 3 Ch. 25. As put by Kekewich, J., in Watts v. Smith, 62 L.T.R. 453, the covenant means that he should not go and do that which he had theretofore been doing when in the employment of the plaintiffs, i.e., managing their laundry department. And this language, I think, applies even though the laundry conducted by the defendant be an entire business, and not one department of a larger business. This defendant carries on the laundry trade, which is essentially the trade embraced in the words "a similar kind of business," even though the plaintiffs' laundry may be regarded as auxiliary to their manufacturing—all is the one business, of compound and cognate nature, a material part of which the defendant has injured. See the converse case of Buckle v. Fredericks, 44 Ch.D. 244.

The question raised on the pleadings and more earnestly argued by the defendant was that the covenant was unenforceable because too wide in its restrictions, covering the whole of Canada. . . .

[Reference to Nordenfelt v. Maxim Nordenfelt Guns and Ammunition Co., [1894] A.C. 535, 548, 556; Moenich v. Fenestre, 61 L.J. Ch. 737, 741.]

Now, the burden rests on the defendant to shew that the contract is invalid, and that it is plainly and obviously clear that the protection extended beyond what the plaintiffs' interests required. That is the expression used by Fry, J., in Rousillon v. Rousillon, 14 Ch.D. 351, at p. 365; and, following that case, Chitty, J., held, in Badische Anilin und Soda Fabrik v. Schott Segner & Co., [1892] 3 Ch. 447, that if the restriction is not greater than can possibly be required for the protection of the covenantee, it is not unreasonable.

In this case the business of the plaintiffs as a whole clearly extends over all parts of Canada: as to the laundry branch, it extends over the greater part of Canada. . . .

There is an additional element in this contest which must not be disregarded. The plaintiffs have made changes for better working in the laundry machinery and plant that other laundries know nothing about: by means of expert workmen, the machines are improved by various attachments which are in the nature of trade secrets. The defendant was employed in the laundry department (which he selected) in a confidential position, and was instructed in all the details of the business, and thus became cognizant of these improved methods applied and used