

CANADA BONDED ATTORNEY AND LEGAL DIRECTORY LIMITED V. LEONARD-PARMITER LIMITED—CANADA BONDED ATTORNEY AND LEGAL DIRECTORY LIMITED V. G. F. LEONARD—FALCONBRIDGE, C.J.K.B.—JULY 25.

*Trade Publications—Piracy—Evidence—Injunction—Damages—Contract—Employee—Misconduct—Remuneration for Services—Reference.*—The first action was brought for an injunction and damages in respect of the use of a book and the piracy of the plaintiffs' publications and business. The second action was brought for the return of moneys paid by the plaintiffs to the defendant while the defendant was acting as a traveller for and a director of the plaintiffs, because of misconduct of the defendant in the formation of a rival company. The actions were tried together without a jury at Toronto. FALCONBRIDGE, C.J.K.B., in a written judgment, said that the plaintiffs were entitled to succeed as to all matters in controversy in both actions. The intrinsic evidence of the lists showed conclusively the use made of the plaintiffs' material in the preparation of the defendants' production; and there was satisfactory and convincing evidence of: (a) the improper retention by the defendants of one of the plaintiffs' lists of subscribers; (b) the surreptitiously obtaining from the plaintiffs typewritten lists of the present subscribers, and of the plaintiffs' subscribers whose contracts had been cancelled; (c) the soliciting by the defendants of the business of the plaintiffs' subscribers and in so doing using the lists, information, and material wrongfully and surreptitiously obtained from the plaintiffs; (d) the individual defendants endeavouring to entice away employees from the plaintiffs. In the first action, judgment should be entered in favour of the plaintiffs in terms of the prayer of the statement of claim and of the amended statement of claim, with costs, and with a reference as to damages. As to the second action, the learned Chief Justice finds the facts in controversy in favour of the plaintiffs, both as to the contracts and as to the matter of misconduct charged in the amendment made at the trial, which misconduct disentitles the defendant to remuneration for his services. There must be a reference in this action unless the parties can agree on figures. Costs to the plaintiffs. Both parties to have leave to amend the pleadings in accordance with the draft put in at the trial. A. C. McMaster and E. H. Senior, for the plaintiffs. J. P. MacGregor, for the defendants.