some fifteen firms and companies, of which the defendant company was one.

The learned Judge set out the principal provisions of the agreement; and said that, in his opinion, the contract between the parties, including as it did the limitations provided by the association agreement, was ex facie a breach of clauses (*b*) and (*d*) of sec. 498. Having regard to the scope of the association, including all Canada, the fixing of the prices of the manufacturers, the wholesalers, and the jobbers, to retailers, precluded competition in the trade of the entire product of this industry in Canada; and it must, therefore, unduly restrain and injure trade and commerce in relation to such articles, and unduly prevent or lessen competition in the purchase, barter, and sale of the same. The agreement was contrary to public policy and in breach of the Code.

The plaintiff was, therefore, not entitled to sue the defendant company for a breach of the contract; and the defendant company was not entitled to recover the $1,000 agreed upon as the amount due under the contract.

If the plaintiff should elsewhere be held entitled to recover, his damages should be assessed at $1 per keg for the number specified, in addition to the 2,500 delivered.

Both action and counterclaim should be dismissed; and, as both parties were in pari delicto, there should be no order as to costs.

MIDDLETON, J. MAY 1ST, 1917.

DANFORTH GLEBE ESTATES LIMITED v. HARRIS.

Injunction—Application for Interim Order—Nuisance—Irreparable Injury—Balance of Convenience—Glue Factory—Established Business—Refusal to Interfere.

Motion by the plaintiffs for an interim injunction to restrain a nuisance from a glue and fertiliser factory.

The motion was heard in the Weekly Court at Toronto.

W. E. Raney, K.C., for the plaintiff.

W. N. Tilley, K.C., and A. C. Heighington, for the defendants.

MIDDLETON, J., in a written judgment, said that there could be no doubt that the glue factory had in times past been objectionable to residents in its neighbourhood; and there was, on the material, reason to suppose that some inconvenience and annoyance would be occasioned in the future; but this was not enough to entitle the plaintiffs to an interim injunction.