

304), the said chattels are not exonerated at the expense of the real estate. See also *Re Banks*, [1895] 1 Ch. 547.

The order will, therefore, be that the whole personal estate is primarily chargeable with the payment of debts and funeral and testamentary expenses, and that the balance remaining unsatisfied shall be borne by all the real estate pro rata.

If the parties cannot agree upon the respective values, there will be a reference to the Master at Brampton to fix the same as a basis for the apportionment.

Costs out of the estate.

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CLUTE, J.

MAY 19TH, 1906.

TRIAL.

WAMPOLE & CO. v. F. E. KARN CO., LIMITED.

*Contract—Sale of Goods—Agreement as to Prices on Re-sale—Illegal Combination or Conspiracy Unduly to Enhance Prices and Lessen Competition—Refusal to Enforce Contract—Criminal Code, sec. 516.*

Action for damages for breaches of contracts and an injunction restraining defendants from further breaches.

H. R. Frost, for plaintiffs.

J. M. Godfrey, for defendants.

CLUTE, J.:—Plaintiffs' statement of claim sets forth that they are manufacturing chemists, and are the sole owners and manufacturers of certain proprietary medicines and preparations which are manufactured by them under their private formula, among them being "Wampole's Tasteless Preparation Extract of Cod Liver Oil," "Wampole's Antiseptic Solution Formoloid," and "Wampole's Formoloid Tooth Paste."

On 2nd November, 1905, plaintiffs entered into two separate agreements with defendants. One of the agreements was on a form of contract used by plaintiffs in connection with their wholesale trade, and provided that, in consideration of plaintiffs supplying to defendants the preparations therein mentioned, and being those above referred to, at a schedule of prices set out in the said agreement, defendants covenanted not to sell wholesale any of the said preparations at a price below those mentioned in the said agreement.