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SOLE AGENCY—VIOLATION OF CONTRACT FOR EXCLUSIVE TERRITORY—MEANING OF “PUBLICATION.”

CANADA LAW BOOK CO., LIMITED v. BUTTERWORTH & CO. AND
BUTTERWORTH & CO. (CANADA), LTD.

A recent decision in the Province of Manitoba in an action brought by the plaintiffs to restrain defendants from selling “Halsbury’s Laws of England” in Canada, as being in contravention of an agreement set up by plaintiffs, brings up several interesting and important questions.

Among the many points which came up at the trial was the interpretation of the word “publication,” the meaning of which, so far as we remember, had not up to the present time been judicially determined. In this case the evidence established that where the word is used in connection with a series of books, such as “Halsbury’s Laws of England,” the completion of the series is intended. The finding of the court was largely based upon the violation of a sole agency contract, as to which an injunction and damages were claimed and allowed.

The correspondence, part of which appears in the judgment, is suggestive and throws light upon a business transaction in which a large number of the profession are directly interested.

The action was brought in the Manitoba Court of King’s Bench and was tried before Hon. Mr. Justice Metcalfe, who delivered judgment on March 10th in favour of the plaintiffs as follows:—

METCALFE, J.:—The plaintiff does business as a dealer in law books, throughout the Dominion of Canada, the United States and elsewhere. One S. S. Bond is the sole proprietor of the defendant Butterworth & Co., law book publisher, of London,