

from inducing a third party to break his contract with the plaintiffs, that the defendant acted merely for the purpose of increasing his own business, and with no desire to injure the plaintiff. And lastly, the general field is reviewed in *National Co. v. Edison Co.*, [1908] 1 Ch. 335.

Not much damage has been actually proved, and, in view of the allegation of absence of assets suggested, I do not suppose that a reference is desired to pursue the inquiry further. A foundation for actual damage has been made, and I propose to award a nominal sum, with leave to the plaintiffs to have a reference, at their own risk as to costs, if so advised.

The judgment of the Court will be for the plaintiffs, with \$50 damages, and costs on the higher scale, so far as that part of the action is concerned. So far as the rest of the action is concerned, it should be dismissed with costs, to be set off against the damages and costs granted plaintiffs, and payment made of balance according to the result. If the plaintiffs elect a reference, the Master will dispose of the costs of the reference, and payment will be made of the further damages, if any, according as he reports.

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JANUARY 14TH, 1909.

DIVISIONAL COURT.

ARMOUR v. GRAND TRUNK R. W. CO.

*Railway—Animals Killed on Track—Fences—Negligence  
of Owner—Nonsuit Set aside.*

Appeal by plaintiff from judgment of FALCONBRIDGE, C.J., 12 O. W. R. 927, dismissing the action.

E. C. S. Huycke, K.C., for plaintiff.

M. K. Cowan, K.C., and W. E. Foster, for defendants.

The COURT (MULOCK, C.J., CLUTE, J., LATCHFORD, J.), allowed the appeal with costs and directed judgment to be entered for plaintiff for \$375 with interest and costs.