

ferred to *Edge v. Nicolls*, [1911] A.C. 693, to shew how astute the Courts are to prevent methods which are calculated to deceive or mislead customers or the public. As to what is covered by "goodwill," he referred to *Mossop v. Mason*, 18 Gr. 453; *Curl v. Webster*, [1904] 1 Ch. 685; and *Trego v. Hunt*, [1896] A.C. 7. The plaintiffs should be at liberty to amend so as to include the *Wayside Publishers Limited* as defendants; and the order to be issued would restrain these defendants as well. Injunction granted restraining the defendants to the extent and in the manner set out in the notice of motion; but the plaintiffs must proceed to trial promptly, must deliver the statement of claim within two days after notice of this order, join issue promptly, and proceed to trial without delay. The costs of and incidental to this application to be costs in the cause, unless the trial Judge should otherwise order. *E. E. A. DuVernet, K.C.*, for the plaintiffs. *Grayson Smith*, for the defendants.

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CLARK V. ROBINET—MIDDLETON, J., IN CHAMBERS—APRIL 9.

*Discovery—Examination of Plaintiff—Refusal to Answer Questions—Irrelevancy—Notice of Motion to Dismiss Action—Failure to Specify Questions.*]—Motion by the defendant to dismiss the action because of the refusal of the plaintiff to answer certain questions on examination for discovery. The learned Judge said that since the argument he had read the pleadings and examination; and could not see that the questions which the plaintiff refused to answer were relevant to any of the issues raised on the pleadings. The motion, therefore, failed, and must be dismissed, with costs to the plaintiff in any event. The learned Judge called attention to the extremely inconvenient practice followed in this case, of omitting to specify in the notice of motion the questions which the defendant sought to compel the plaintiff to answer. *F. D. Davis*, for the defendant. *Frank McCarthy*, for the plaintiff.

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RE SOULLIÈRE AND MCCracken—MIDDLETON, J., IN CHAMBERS—  
APRIL 9.

*Will—Construction—Precatory Trust.*]—An application by the vendor, under the *Vendors and Purchasers Act*, turned by consent into an application for the construction of the will of *David Soullière*, under *Con. Rule 938*. The testator gave all