

vent the personal defendants from using all the information they could get while in plaintiffs' employment, they had a right to carry away with them this information and to use it in any new business in which they might engage, and that they had a right to make preparations for the proposed business, so that as they stepped out of the one employment they might engage in the other. There is a sense in which this may be true, but I think that there is a clear line beyond which an employee may not pass without rendering himself liable in damages, and that line from the foregoing cases I take to be that he must not break confidence and employ that breach of confidence to the damage of his late employer. The distinction is clearly pointed out by Kekewich, J., in *Merryweather v. Moore*, [1892] 2 Ch. at p. 524, although the view there taken, that he may make use of what he is able to carry in his head as an act of memory is not fully supported by the cases. The weight of authority seems to be rather against that view, if what was acquired was a matter of confidence peculiar to the business in which he was employed. . . .

[The Judge then quoted from and distinguished *Mogul Steamship Co. v. McGregor*, 23 Q. B. D. 598, [1892] A. C. 25; *Allen v. Flood*, [1898] A. C. 1, 106, 138, 140, 172; *Nichol v. Martin*, 2 Esp. 733; and referred to and quoted from *Robb v. Green*, [1898] 2 Q. B. 315.]

I further find that the incorporation of defendant company under the name which plaintiffs had always used in their business, namely, "Business Systems," was itself one of the acts done for the purpose of carrying out the conspiracy to fraudulently obtain plaintiffs' business. I cannot think that, had the Crown been advised of the facts of this case, in so far as it relates to the name "Business Systems," it would have permitted defendant company to incorporate under that name, to the manifest injury of plaintiffs. . . .

The injunction should be made perpetual and relief granted in terms of paragraphs 1, 3, 4, 9, 10a, 10b, 10c, and 10d, of the prayer of the statement of claim. There will be a reference to the Master in Ordinary to take the account of profits, or assess the damages, or both, as plaintiffs may elect, on the different claims. Costs of this action, inclusive of the entry of judgment to plaintiffs; further directions and subsequent costs reserved.