It was argued for the plaintiffs that the injunction awarded by the judgment was limited to carrying on or being concerned in the laundry business in the city of Toronto, and that, such a restraint being reasonable, the Court should uphold the agreement to that extent. The answer is, that the Court cannot carve out of the unreasonable distance a distance which would be reasonable. To do so would in effect be making a new covenant, not that to which the parties agreed. See Baker v. Hedgecock, 39 Ch.D. 520.

The appeal should be allowed and the judgment at the trial dismissing the action be restored, with costs throughout.

MEREDITH and MAGEE, JJ.A., agreed that the appeal should be allowed, for reasons stated by each in writing.

GARROW and MACLAREN, JJ.A., also concurred.

HIGH COURT OF JUSTICE.

BOYD, C., IN CHAMBERS. MARCH 11TH, 1911.

DEVANEY v. WORLD NEWSPAPER CO.

Costs—Taxation—Defendants Severing—Con. Rule 1162.

Appeal by the plaintiff from the taxation, by the senior Taxing Officer at Toronto, of the costs of the several defendants against the plaintiff.

J. T. White, for the plaintiff.
D. Urquhart, for the defendant Urquhart.
A. G. Ross, for the defendant Fasken.
H. R. Frost, for the defendant Keogh.

BOYD, C.:—The Con. Rule 1162 provides that defendants who severed in their defence, under circumstances entitling them to but one set of costs, shall be allowed but one set of costs.

Now, it is a general rule that in a case involving charges of fraud or wrong-doing the defendants are not required to unite in employing only one solicitor: they are entitled to make separate defences and to be paid therefor if they succeed: Clinch v. Financial Corporation, L.R. 5 Eq. at p. 484. This is applicable to such