

intendent and the company, whose agent or employee he was, the testimonials were properly in the possession of the company, who had the right to control their publication, and this right continued after the plaintiff separated from defendants' company, in the absence of any restriction imposed by the writers of the testimonials: *Howard v. Gunn*, 32 Beav. 462.

The whole complaint is that by the omission or change of certain words, plaintiff has been deprived of the commendation which is contained in the original testimonials. Something of credit is withheld from him which would have been given him had no change been made in the testimonials incorporated in defendants' pamphlet published in relation to their present business. There is no proof that plaintiff has been, or is likely to be, injuriously affected in reputation or in business by this alteration, or that the public have been led astray thereby.

Granted that the testimonials have been garbled by withholding the parts relating to the plaintiff, does that give jurisdiction to interfere by way of injunction to restrain such user of the papers? It is not every breach of trust or violation of good faith or departure from honourable dealing which can call forth the powers of equity to make redress; there must be disclosed some case of civil property which the Court is bound to protect before the Court can enjoin the publication of private papers: see *Lee v. Pritchard*, 2 Swanst. 402, 413.

Many doubtful, and, it may be, unwarranted acts, must be left to the verdict of conscience or to the judgment of public opinion, and the present grievance appears to be one falling outside of legal limits and to be reached in the court of conscience. Tested by the business maxim "every man for himself," the pamphlet may be regarded as a shrewd stroke of advertising; tested by the golden rule of fair dealing, it would not, in my opinion, fare so well. The testimonials were given for the joint work of defendants and their guiding spirit, the then superintendent. To use them so as to exclude the latter appears to be an unfair use. They had spent their force for advertising purposes when the business connection of the parties was severed, and thereafter they should either have been withheld from public circulation, or they should have been printed as they were written. The case is one of first impression. I find no ground of legal liability, and the action should therefore be dismissed, but I do not give costs.