

No doubt, one inducement to Kaufman in entering into the employment was the educational advantage he would receive by being trained by an expert chemist such as Mr. Duryea; and this provision cannot be so read as to prevent Kaufman from himself using the information he might acquire during his employment. He has in no way imparted this information; and, unless the manufacture of Diamond D. for Mr. Benson was a breach—and I do not think it was—he has not in any way used the methods either of manufacture or testing.

On ceasing to be employed by Mr. Benson and the company, Kaufman entered into a totally dissimilar employment, and has in no way sought to avail himself of the information acquired.

Yet what he did was in one sense a violation of his agreement.

I have had much difficulty in making up my mind as to the proper result so far as Kaufman is concerned; and, in the end, have come to the conclusion that I should award an injunction.

As to the laboratory equipment, save as to the maltose demonstration plant, I do not think there has been any conversion; and, if there has been a technical conversion, I think there is power to relieve from payment of damages, on the goods being returned.

The defendants agreed to consider again the taking over of certain articles, and will hand over the balance.

I think there was a conversion of the maltose plant; and I give the plaintiff the option of taking it now or charging the defendants with \$150 as the damages for conversion of the cone filter, as Mr. Duryea has taken over the other articles.

Upon the evidence, I find, against the plaintiff, that there was no agreement such as he alleges to purchase the whole laboratory equipment.

When the figures are agreed upon, the balance can be carried into the general account.

There remains the question of costs. I do not think costs should be awarded against Kaufman. Between the defendant company and the plaintiff, the defendant company have succeeded upon the issues of greatest importance, and which have been most expensive to try. I do not think that I should impose upon the taxing officer the duty of apportioning costs. The matter is further complicated by reason of Kaufman and his co-defendants appearing by the same solicitor. I think I shall do what is right when I direct the plaintiff to pay to the defendant company half the total costs of the defence, exclusive of