

I will deal next with the charge of conspiracy to entice plaintiffs' servants to leave their employment. The mutual solicitation and encouragement among the personal defendants other than Hoose was none the less enticing because they did not require much persuasion. I find as a fact that the personal defendants other than Hoose conspired together while still in plaintiffs' employ to leave, and they endeavoured both before and after they quitted plaintiffs' service to induce other employees to leave, and on their inducement many did leave, and some of those who remained were induced to do so only by higher wages. . . .

[Reference to *Regina v. Warburton*, L. R. 1 C. C. R. 276; *Quinn v. Leathem*, [1901] A. C. at pp. 510, 529, 530.]

In *O'Keefe v. Walsh*, [1903] 2 I. R. 681, it was held that the fact that separate defendants joined the conspiracy at different times is no ground for objection that the action is wrongfully constituted in law, there being in substance only one cause of action, the conspiracy to injure; the damage may be assessed separately, having regard to the date of joining the conspiracy, but acts done in furtherance of the conspiracy prior to the joining may be given in evidence for the purpose of shewing the origin, nature, and object of the conspiracy: and see *Owen v. Dwyer*, 24 Ir. L. T. R. 111.

I do not find that this precise question of damages has been elsewhere decided, and but for this decision, to which, no doubt, great weight is to be attached, I should have thought that each was liable for all the damages which resulted from the conspiracy, whether the damage accrued before or after he joined it. . . .

The parent conspiracy in the present case was to pirate plaintiffs' business by illegal means. The evidence, I think, is conclusive that all the illegal acts afterwards resorted to were from an early date contemplated by the conspirators. Some of these means were to induce plaintiffs' servants to break their contracts and go with defendants, and to carry with them duplicate orders from customers, the record of sizes, tools, tabs, forms, and patterns, whereby to reproduce plaintiffs' product and reach plaintiffs' customers. . . .

In the very able argument of Mr. Blake it was urged with much force that, as the contract did not in terms pre-