

to that company, with restrictive condition as to purchase of sheets, in 1902, and that in April, 1906, the salesman of the defendants solicited and obtained an order for sheets to be used in that binder. There was discussion as to the authority for supplying the sheets, and the salesman said they had settled with the plaintiffs, and it was all right. True it is that the discussion may have been respecting the patents which were erroneously supposed to cover the sheets, and not with regard to the restrictive clause, yet the defendant company, constituted as it was, had knowledge of the manner of dealing as to the sheets and the restrictive conditions, and had such notice, if not direct knowledge, as would implicate the company in the inducement to purchase sheets from the defendants in violation of the contract not to do so made by the Independent Cordage Co. with the plaintiffs.

The like conduct is proved with regard to the Century Co., at all events as to one ledger purchased by that company from the plaintiffs, through Mr. Trout, with restrictive condition in the order.

These two instances of breach of contract induced by the solicitation of the defendants' agents, having or affected with knowledge of the contract, are sufficiently established, and give, I think, a good cause of action.

The law may thus be stated. The act of buying sheets for the ledger-binder by one who purchased that binder under the restrictive condition that he would get his supply of sheets solely from the Copeland-Chatterson Co., who manufactured and supplied the binder, would be a breach of that contract (quoad the condition), and would amount to an actionable wrong.

If such a purchaser is induced to buy sheets from another dealer, who is aware of the conditional contract, and thereby assists in the breach of the condition, for his own gain and to the detriment of the original vendor of the ledger-binder, that purchaser may be restrained from using such inducements, and may be made answerable in damages, if any are proved. These propositions of law are laid down in modern cases, and were acted on by Mr. Justice Burridge in a case much like to the present, viz., *Copeland-Chatterson Co. v. Hatton*, 10 Ex. C. R. 224, 241-246, which was affirmed in the Supreme Court, 37 S. C. R. 651. Other cases not connected with patent law, but as to contracts generally, are also reported, to which I may shortly refer.