

WODEHOUSE INVIGORATOR LIMITED v. IDEAL STOCK AND POULTRY FOOD CO.—FALCONBRIDGE, C.J.K.B.—DEC. 30.

*Sale of Goods—Passing off Goods as those of Plaintiffs—Use of Secret Processes—Evidence—Injunction—Damages.*]—Action for an injunction restraining the defendants from representing that the stock, foods, and products manufactured by the defendants are the manufacture of the plaintiffs and from using the formulæ and secrets of the plaintiffs and for damages. The action was tried without a jury at Hamilton. FALCONBRIDGE, C.J.K.B., in a written judgment, said that the plaintiffs had, in his opinion, proved their case as to the allegations contained in both paras. 5 and 6 of the statement of claim. Pringle, the person named in answer to the defendants' demand of particulars—salesman and agent of the defendants—was said to have been in Court. The defendants did not call him to contradict the statements of the plaintiffs' witnesses nor to speak of the extent or limitations of his own agency. There should be judgment for an injunction in terms of the prayer of the statement of claim with a reference to the Master at Hamilton as to damages, with costs. Further directions and subsequent costs reserved until after report. The plaintiffs to have leave to amend their statement of claim as to any matter covered by the evidence. S. F. Washington, K.C., and J. G. Gauld, K.C., for the plaintiffs G. Lynch-Staunton, K.C., and T. Hobson, K.C., for the defendants.

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WETMORE v. MARTIN—SUTHERLAND, J.—JAN. 4.

*Release—Settlement of Estate—Binding Agreement—Evidence.*]—Action by Frank G. Wetmore against John C. Martin, his step-father, to recover certain personal property forming part of the estate of Ida D. W. Martin, the deceased mother of the plaintiff and wife of the defendant. The deceased made a will of which she appointed the defendant executor; but the defendant refused to apply for letters probate, and the plaintiff proved the will and was appointed administrator with the will annexed. The action was tried without a jury at Goderich. SUTHERLAND, J., set out the facts in a written judgment, and said that he had come to the conclusion that a settlement binding upon the plaintiff was come to on the 8th November, 1915, substantially as the defendant had testified, and evidenced by a signed release. The estate had been settled and divided practically in accordance with the directions of the will. Action dismissed without costs. W. Proudfoot, K.C., and J. L. Killoran, for the plaintiff. C. Garrow, for the defendant.