

closure; but he is not seeking to foreclose; he is content to allow the principal to remain a charge upon the property; but he does desire to receive his interest in the meantime, because that is expressly stipulated for by his covenant. As under the covenant he will be entitled to interest upon his principal so long as it remains unpaid, this charge for which priority is reserved is really equivalent to the principal itself.

In no aspect of the case can I find anything to justify the declaration sought.

A judgment has been signed against the defendant mortgagor for foreclosure. Both parties agree that it is in the interest of all that the property be sold. I think the judgment should be changed from foreclosure to sale, and that a sale should be had at as early a date as possible. This probably cannot be done without some notice being given to the Conways. I permit notice asking for this relief to be given to them by registered letter, and in the meantime do not formally pronounce judgment. I think each party should be at liberty to add his costs of the action to his mortgage security.

If I am correct in thinking that the plaintiff has no priority, he might well release his claim upon the property, leaving Gibbs to work out his own salvation; for it is plain that the property will not bring the amount due upon the mortgage.

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LATCHFORD, J.

SEPTEMBER 19TH, 1914.

#### PARKERS DYE WORKS LIMITED v. SMITH.

*Covenant—Restraint of Trade—Undertaking not to Enter into Competition with Established Business—Reasonableness—Extent of Territory—Breach—Managing Rival Business—"Agent or otherwise"—Injunction.*

Motion by the plaintiffs for an interim injunction.

W. R. Cavell, for the plaintiffs.

E. B. Ryckman, K.C., for the defendant.

LATCHFORD, J.:—The plaintiffs Parkers Dye Works Limited have for many years carried on business as dyers and cleaners in Toronto and the other principal cities of Ontario, and have in all about 400 agencies in the Dominion of Canada. In 1912, they