

second part, in consideration of the premises for themselves and each of them, do hereby covenant and agree with the said (plaintiff) that the said (defendants) or either of them will not engage directly or indirectly in the manufacture or sale of said bamboo ware and fancy furniture, either as principal agent or as employee at any place in the Dominion of Canada for the term of ten years from the date hereof. This clause does not prevent (defendants) from engaging in the retail business of furniture and bamboo ware selling. It covers whole-sale or jobbing business.'

Held, that as the restraint of trade was partial only, being confined to manufacturing certain articles, and to selling them by wholesale or by jobbing, and for a limited time, and as there was no evidence on which it could be held to be unreasonable, and as the interests of the public were not interfered with, that the agreement was not contrary to public policy; and as good faith demanded that the defendants should be held to their solemn bargain, an injunction should be granted restraining them from violating its terms.

Hutchison and Fisher for the plaintiff.

W. J. Code for the defendants.

FERGUSON, J.]

[April 28.

GREENE v. CASTLEMAN.

Chattel mortgage—Affidavit of bond fides—Incorporated company—Officer of Agent—Authority—R.S.O., c. 125, s. 1.

Where a chattel mortgage was made in favour of an incorporated trading company, and the affidavit of *bond fides* was made by the secretary-treasurer, who was also a shareholder in the company, and had an important share in the management of its affairs, there being, however, a president and vice-president;

Held, that the affiant was to be regarded not as one of the mortgagees, but as an agent, and as no written authority to him was registered, as required by R.S.O., c. 125, s. 1, the mortgage was invalid as against creditors.

Bank of Toronto v. McDougall, 15 C.P. 475, distinguished.

Frechold Loan Company v. Bank of Commerce, 44 U.C.R. 284, followed.

George Kerr for the plaintiffs.

W. H. P. Clement for the defendant Castleman.

Common Pleas Division.

Divl Court.]

[Feb. 5.

EWING v. TORONTO STREET RAILWAY.

Street railway—Rate of speed—Right of way—Collision—Negligence.

The right of way which street railway cars have over the portion of the street on which the rails are laid is not an exclusive right, or a right requiring vehicles or pedestrians at all hazards to get out of the way at their peril; and notwithstanding the absence of any regulations as to speed, the cars must be run at such a rate as may be reasonable under the circumstances of each particular case.