

blocks of his old place of business. The receipts of the plaintiff at once began to fall off, and he sustained damage owing to the defendant's competition. This action was brought to restrain the defendant from carrying on business as he was doing and for damages. As soon as the writ of summons was served, the defendant executed a bill of sale of a half interest in his new business in favour of a relative. He obliterated his name from the sign painted on the window, but continued as before to manage the business. The action was tried without a jury at Toronto. LATCHFORD, J., in a written judgment, after setting out the facts as above, said that the only question involved seemed to be whether or not the protection agreed to be given the purchaser was reasonably necessary, having regard to the circumstances: Halsbury's Laws of England, vol. 27, p. 552. The learned Judge had no hesitation in answering in the affirmative. The damages sustained, he estimated at \$300. Judgment for the plaintiff for that amount, with costs (including costs of interim injunction) on the High Court scale without set-off. The interim injunction restraining the defendant from carrying on business as he did, or in opposition to the plaintiff, should be made permanent. J. Earl Lawson, for the plaintiff. S. Factor, for the defendant.

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HENRY HOPE & SONS LIMITED v. CANADA FOUNDRY CO.—  
LATCHFORD, J.—APRIL 20.

*Contract—Supply of Manufactured Material for Building—Delay—Responsibility—Evidence—Action for Damages for Refusal to Accept—Claim of Defendants against Third Parties.*—Action for damages for refusal to accept steel sash manufactured by the plaintiffs for the defendants; and claim over by the defendants against R. Lyall & Sons Construction Company Limited, third parties. The action and the claim against the third parties were tried without a jury at Toronto. LATCHFORD, J., in a written judgment, said that for the delays which occurred between the submission of the plaintiffs' tender of the 4th April, 1913, and its formal acceptance by the defendants on the 19th September, the plaintiffs were not to blame. They even anticipated the order by communicating on the 2nd September with their head office at Birmingham, England, where, to the knowledge of the