

country and took orders. It was a distinctive feature of plaintiffs' business that the customers who bought their ledgers, binders, etc., should also get the supply of loose sheets constantly needed to fit into the ledgers, etc., from the plaintiffs, and not from any other source. This was provided for at first by a restrictive condition pasted into the ledgers and other goods sold, and afterwards by means of orders, containing such a clause, signed by the customer. It may be broadly stated that there would be no effective restriction obtained by the mere notice stuck on the ledger; to make a contract with that condition, it must be shewn that the buyer assented thereto and bought on that condition. And when the order was signed by the customer, his assent would usually be sufficiently established. In the latter case there would be a valid contract between the plaintiffs and the customer, which he could only break, by purchasing sheets elsewhere, at the peril of injunction and damages, i.e., a contractual relation which would be recognized and given effect to by the Court, and in the former case there would be no such contractual relations as to the sheets subsequently procured.

The defendants are formed of the 4 who went out from the plaintiffs and others, these 4 being directors and Mr. Trout (one of them) the manager. The defendants were thus familiar with the methods of doing business adopted by the plaintiffs, and in the general conduct of the business they followed the same lines. They canvassed actively for business among the old customers of the plaintiffs, and solicited their orders for (among other things) loose sheets. These orders were so placed with many old customers, and the sheets so obtained were used in the ledger-binders bought from the plaintiffs. In their mode of dealing the plaintiffs relied not only upon the restrictive clause, but mainly, I think, upon the fact that their goods and sheets were protected by patent. As to the sheets this was erroneous—and as to the restrictive clause, it would protect them only so far as they could prove a contract being made subject to that restriction. In the subsequent canvassing of the defendants' agents, they were aware of the existence of the restrictive condition, and they were aware that many orders had been taken containing the condition which had been signed and accepted by the customer. But, as said by Mr. Trout, when he canvassed he was not able to recollect what particular customers had signed the order, and he went