

as their manager at Liverpool for five years from January, 1909, and it was provided in the agreement that the defendant should not for a period of one year after the determination of the agreement whether by effluxion of time or otherwise, either solely or jointly with, or as agent for, any other person, firm or company, directly or indirectly carry on or be engaged or interested in carrying on within the United Kingdom the trade or business of an importer of meat, except with the plaintiff's consent. At the date of the agreement, the plaintiff's business was confined to the Australasian trade as distinguished from the American trade, though they did some business as wholesale dealers in meat including American meat. The business was conducted almost entirely in the North of England and in the Midlands, but had since undergone considerable expansion. The action was brought to enforce the covenant, so far as it related to the business of a meat importer, it being conceded that the clause as to other businesses was too wide and could not be supported. Sargant, J., who tried the action, although admitting that the covenant was severable, was nevertheless of the opinion that the other part of the covenant was too wide (1) because it embraced the whole trade including the American as well as the Australasian and (2) because it extended to the whole United Kingdom, which was an unreasonable area of restriction, and therefore the whole covenant was void as being in undue restraint of trade.