

opinion that a contract containing such a stipulation, obtained by fraud, might clearly be set aside, yet where it was entered into *bonâ fide* it was a perfectly valid stipulation, and binding on the parties. Chitty, J., quotes with approval the forcible language of the late Master of the Rolls (Sir G. Jessel) in *Printing & Numerical Registering Co. v. Sampson*, L.R. 19 Eq. 465: "If there is one thing which, more than another, public policy requires, it is that men of full age and competent understanding shall have the utmost liberty of contracting, and that their contracts, when entered into freely and voluntarily, shall be held sacred and enforced by courts of justice. Therefore you have this paramount public policy to consider, that you are not lightly to interfere with this freedom of contract." But it is also well to note that such a stipulation might, even according to Chitty, J., be ineffectual to prevent a party setting it up as a defence to a charge of fraud on his own part, for he says: "I need hardly say that if the case had been that the trustees themselves had been party in any way to the fraud, it would have been very different, and it may be that Mr. Levett's argument (and as at present advised, I think it would have been so) would have succeeded." Mr. Levett was counsel for the plaintiff.

COVENANT IN RESTRAINT OF TRADE--LIMITATION AS TO TIME AND SPACE--VALIDITY OF COVENANT--PUBLIC POLICY.

*Badische Anilin Und Soda Fabrik v. Schott* (1892), 3 Ch. 447, is another action to enforce a covenant in restraint of trade. The defendants had been employed to act as agents in England for the plaintiffs, a foreign corporation whose business was the manufacture and sale of aniline and alizarine colours, tar products, and the like. The defendants' duties were to purchase raw material in England and to sell the plaintiffs' goods in 16 counties in the north of England, and in Wales, in which they had an exclusive agency for sale; and the defendants bound themselves that in the event of their retiring from the agreement, or after its termination otherwise, for three consecutive years "not to enter any like or similar business, nor to start a business of that kind themselves, nor to give information of any kind about the business." In July, 1892, the defendants determined the agency, and thereafter commenced to carry on business in Manchester as dealers in chemicals, colours, and other products