

RESTRAINT OF TRADE—COVENANT IN RESTRAINT OF TRADE—PARTIAL RESTRAINT—PUBLIC POLICY.

In *Nordenfeldt v. Maxim, Nordenfeldt Gun Co.*, (1894) A.C. 535; 11 R. Jan. 1, the House of Lords (Lord Herschell, L.C., and Lords Watson, Ashbourne, Macnaghten, and Morris) have affirmed the judgment of the Court of Appeal, (1893) 1 Ch. 630 (noted *ante* vol. 29, p. 359). The patentee and manufacturer of guns and ammunition for the purposes of war covenanted with a company, to which his patents and business had been transferred, that he would not for twenty years engage, except on behalf of the company, in the manufacture of guns or ammunition. The action was brought for an injunction to restrain the violation of this covenant. The Court of Appeal held the plaintiffs entitled to succeed, and the House of Lords have affirmed the decision on the ground that the covenant, though unrestricted as to space, was not, having regard to the nature of the business and the limited number of customers, wider than was necessary for the protection of the company, nor injurious to the public interests. The judgments of their lordships contain an elaborate review of the cases on this branch of the law.

DEBTOR AND CREDITOR—PARTNERSHIP DEBT—RETIRING PARTNER—PRINCIPAL AND SURETY—GIVING TIME—RELEASE OF SURETY.

In *Rouse v. Bradford Banking Co.*, (1894) A.C. 586; 6 R. Nov. 51, the House of Lords (Lord Herschell, L.C., and Lords Watson, Ashbourne, Macnaghten, and Morris) have affirmed the decision of the Court of Appeal, (1894) 2 Ch. 32 (noted *ante* vol. 30, p. 586), but not precisely on the same ground. The question, it may be remembered, was whether a joint debtor who, by arrangement with the other joint debtors, had become a surety for the debt had been discharged by reason of time having been given to his co-debtors by the creditor, after notice of the arrangement between the joint debtors. The decision of the Court of Appeal was based on the fact that though time was given to the other debtors, yet by the terms of the arrangement it was provided that the co-debtors would indemnify the surety against the debt, and that so long as they kept him indemnified he should not be entitled to require them to pay the debt, and that, therefore, the giving of time to the principal debtors did not, under these circumstances, release the surety. The House of Lords,