

in time of war. 5. Contracts to lead an immoral life. 6. Sabbath desecration. 7. Bets or wagers.

18 Contracts Against Public Policy.

The policy of every community or State is to advance the public good, hence whatever contracts are opposed to the general good are said to injuriously affect public policy, and are, therefore, void. Among such the following three sections are included:

19 Contracts in Restraint of Trade.

All contracts in *general restraint* of trade are void. For instance, a merchant sells his business, including stock and good will, and agrees not to engage in business again of any kind. Such contract would be void because lawful trade is considered to be in the public interest. He could, therefore, commence business again and the purchaser would have no redress. He could, however, legally bind himself not to engage in business in a particular locality, or in a certain line of business, or for a certain length of time as that would be only a *partial restraint* of trade, hence not within the meaning of the law.

All combines, as among manufacturers, dealers, etc., which attempt by coercive measures to control the trade, or the market, for the purpose of inflating prices, are illegal, and render the individuals or firms composing them liable to penalties. This does not penalize concerted action to secure fair and reasonable prices. It is the coercive feature that refuses to sell to or bars out such dealers or workmen as do not enter the "combine," or who refuse to co-operate with it, or sell at a lower price, that is illegal and punishable.

20 Contracts in Restraint of Marriage.

Marriage is held to be in the public good, hence any contract which wholly restrains marriage is void. The *condition* that he or she must not marry if attached to a bequest to any person (except a wife or husband) in a will is void. The person would take the property. A partial restraint of marriage, where it is reasonable, may be valid, as where a bequest is left to a child on condition that marriage should not be effected until the age of twenty-one, or, say, twenty-five years. It would be valid, because it would merely fix a date when there would be less danger of contracting an ill-advised marriage. But if the time fixed should be, say, fifty years of age, it would be void, because that would be unreasonable.

A husband's bequest to his wife on condition that she does not marry again, though selfish, is valid, because she has once been married, hence it is not in restraint of marriage. It would be the same with a wife's bequest to her husband, or any bequest to any person who has been married. (See "Valid and Invalid Bequests.")

21 Contracts to Obstruct the Course of Justice.

An agreement of a public official to do something contrary to his duty cannot be enforced; and money promised him to use extra exertions in the discharge of his duty in a particular course cannot be recovered.

22 Fraudulent Contracts.

Fraudulent contracts are voidable—not void. A definition cannot be given that would cover all the forms of fraud, but the following will make sufficiently clear what would constitute fraud: