

(c) To obstruct the course of public justice ; (d) Contracts with alien enemies in time of war. (2) Immoral—(a) To lead an immoral life ; (b) Sabbath desecration ; (c) Bets or wagers.

17. Void Contracts are those which from their beginning have no legal effect, except in so far as a party to them may incur a penalty. They do not bind either party. Those named in previous section under Illegal Contracts are examples.

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. In Restraint of Trade, as where a merchant sold his business and agreed not to engage in business again of any kind, it is void, because lawful trade is considered for the public good. He could, however, bind himself not to engage in business again in a particular locality, or in a certain line of business, as it would be only a partial restraint of trade, hence not within the meaning of the law.

All combines as among manufacturers, dealers, etc., to raise prices are illegal. Organized strikes by which the action of other workmen is to be coerced are also illegal.

20. 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 legal, because she has once been married, hence it is not in restraint of marriage.

21. Contracts to Obstruct the Course of Justice are void. 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.

Contracts to lead an immoral life would also be void, and if money were paid it could not be recovered back.