

not communicate the processes of such manufacture. The defendant having violated his agreement a bill was filed against him for an injunction. Notwithstanding there was no limit, either of time or space, (the limit of Europe being equivalent to an unlimited covenant) it was held the restriction imposed was not greater than was necessary for the protection of the covenantees, and the contract was therefore valid.

Ten years later this decision was followed and approved by Mr. Justice Fry, in his able judgment, in the celebrated case of *Rousillon v. Rousillon* (1880) 14 Ch. D. p. 351. Lindley, L.J., thus refers to this judgment, in *The Maxim Nordenfelt case*. "In *Rousillon v. Rousillon*, Lord Justice Fry, in one of those admirable judgments for which he was so justly celebrated, came to the conclusion that the only test by which to determine the validity or invalidity of a covenant in restraint of trade given for valuable consideration was its reasonableness for the protection of the trade or business of the covenantee. This accords with the view of Lord Justice James in *Leather Cloth Co. v. Lonsont*, and is, in my opinion, the doctrine to which the modern authorities have been gradually approximating." The following extract from the judgment of Mr. Justice Fry, in the case referred to, will indicate its scope and purport:—"But then it is said that, over and above the rule that the contract shall be reasonable, there exists another rule, viz., that the contract shall be limited as to space, and that this contract being in its terms unlimited as to space, and therefore extending to the whole of England and Wales, must be void. Now, in the first place, let me consider whether such a rule would be reasonable. There are many trades which are carried on all over the kingdom, which by their very nature are extensive and widely diffused. There are others which from their nature and necessities are local. If this rule existed it would afford a complete protection to the latter class of trade, whilst it would prohibit complete protection of the former class, and an injury which ought not to be wrought without good reason would arise. In the next place, the rule if it existed would apply in two classes of cases. It would apply where the want of a limitation of space was unreasonable, and also where it was reasonable. Now in the former class of cases, those in which the universality was unreasonable, the rule would operate nothing, because the ground is already covered by the rule that the restraint must be reasonable. It would, therefore, only operate in cases in which the