

branch of business *anywhere*, or not to carry on *any business*, is illegal and void. But a contract in *partial restraint* as where it is limited to specified places, or beyond a certain distance, or with particular persons, may be sustained. A difficulty, however, arises in the application of the rule. No precise *limits of restraint* can ever be laid down. The nature of the trade or profession, the populousness of the neighborhood, the mode in which the trade or profession is usually carried on, are, each and all, together with consideration, to be considered. The reasonableness of the limitation is a question of law, and must be shown affirmatively, as the legal presumption is, that all such restraints are void.

2. *Contracts contravening the policy of insolvent acts.* A. contracts with B. to pay him such a sum, in consideration that he will withdraw all opposition to his discharge under the insolvent law. This is a void contract. So also is an agreement in which the consideration is the omission of the debt of a creditor from the insolvent's schedule.

3. *Contracts in restraint of marriage.* The rule is, that a contract, the object or effect of which is to restrain or prevent a party from marrying *any person*, is illegal and void. So a *marriage brokerage contract*, by which one, for a consideration, undertakes to procure a marriage between two parties, is void. Even deeds of separation between husband and wife, are, under some circumstances, void, as contravening the policy of marriage.

4. *Contracts preventing or impeding the course of public justice.* Illustrations: Agreements which have for their consideration the suppression of evidence, the stifling or compounding a criminal prosecution, or proceedings for a felony, or a misdemeanor of a public nature, are void at common law. A corporation agrees to grant certain privileges to individuals in consideration that they withdraw their opposition to the passage of a legislative act, affecting the interests of the corporation—the contract is void. So also an attempt to contravene the policy of a public statute, or that of an act of Congress. A. agrees to give B. \$1,000, in consideration that he will not offer himself to the Postmaster-General to carry the mail on a certain mail route—held void. A contract to use personal influence to procure the passage of a legislative act, is void.

Another disturbing element that may avoid all contracts into which it enters, is *fraud*. This may be defined, the wilful adoption and use of any means or expedients with the intent to deceive another to his injury. The general rule is, that it avoids all contracts, both at law and in equity, whether the object be to deceive the public, or third persons, or the parties to them. The avoidance is from the beginning, producing the same effect as if they never existed.