

in point of time. In *Harms v. Parsons* (1862, 32 Beav. 328) the forbidden trade was that of a horsehair manufacturer, the proscribed area being within a radius of 200 miles of Birmingham. In *Turner v. Evans* (1852, 2 D. M. & G. 740) the carrying on of the trade of a wine merchant was debarred throughout three counties in Wales.

In all these cases the restraints were held valid. It will be observed that in some cases the proscribed areas were very extensive. Instances of even more extensive areas occur in the case of *Leather Cloth Company v. Lonsant* (1869, 9 Eq. 345), where the activities of the covenantors were excluded from Europe, and in the case of *Lamson Pneumatic Tube Company v. Phillips* (91 L. T. Rep. 363), where the proscribed area was the Eastern Hemisphere.

The foregoing observations and the review of the cases mentioned above show that the extent of the proscribed area does not of itself serve as a deciding factor whether a contract in restraint of trade is reasonable or not. It is merely one circumstance amongst many. Where the covenant is entered into in respect of some occupation which in its nature is exercisable over a wide area, as, for instance, the business of a commercial traveller, it is only reasonable to allow a much more extended area of prohibition than in other cases. Another important factor is the nature of the transaction. If a covenant be entered into for the protection of the purchaser on the sale of a business with wide connections, and without the covenant the subject-matter of the sale could not be properly secured to the purchaser, it is only reasonable that the covenant be of such a nature as to protect the business from the effect of the covenantor continuing the trade in the neighbourhood. It may be added that after a close examination of the very numerous authorities on this subject, the writer formed the opinion, and advised accordingly, that a covenant was valid which restricted the activities of the covenantor in a particular calling of an essentially cosmopolitan nature, although the covenant embraced, in the proscribed area, all the important ports of four continents.

In the recent case in the Court of Appeal mentioned at the