

kept pretty busy in such cases. There will be found a long list of entries such as this which appears in Hilary Term, 6 George IV., December 28, 1825 (Præs. Campbell, C.J., and Sherwood, J.), "*The King v. Persons unknown*. Information on seizure at Chippewa, of sundry articles of merchandise on 1st December, 1825; 1st. Proclamation made. *The King v. Ditto*. Information on seizure by Collector of Dover on 27th September, 1825; 2nd. Proclamation made." Sometimes the kind of merchandise is mentioned, from which it would appear that what was generally smuggled was liquors of various kinds, tobacco and tea.

No one can say that the court in those days was not kept busy. The main difference in our present practice is simplification, decision of minor matters by a master or a single judge and disregard of petty technicalities—no slight gain.

WILLIAM RENWICK RIDDELL.

CONTRACTS IN RESTRAINT OF TRADE.

In the sale of the good will of a semi-professional establishment, it was recently decided that the vendor impliedly covenants not to re-enter or compete in any way with the vendee in the territory which his business previously covered. For the purposes of this discussion, it is sufficient to state that the Court based its decision on the distinction between the sale of the good will of a commercial enterprise and that of a professional concern, holding that in the latter instance the vendor tacitly consents not to re-establish himself in the vicinity of the old business, for to do otherwise would be in derogation of the vendee's rights.

Contracts in total or partial restraint of trade were originally held void as against public policy. This was based on the theory that no man could bind himself so as to deprive the Sovereign of his services. Subsequently, the Courts recognized the validity of such agreements when the restraint was only partial, the party being bound as to such stipulations of time and space reasonable in their nature and founded upon adequate consideration. To-