terms as defined by the judges. According to Bowen, L.J.:—"Contracts in general restraint of trade may be defined as those by which a person restrains himself from all exercise of his trade in any part of England. A mere limit in time has never been held to convert a covenant in general restraint of trade into a covenant of particular or partial restraint of trade." According to C. J. Parker:—"A partial restraint of trade is one in which there is some limitation in respect of person, place or of the mode or manner in which a trade is carried on."

The year 1837 marked another important exception to the old common law rule, for in this year it was held by the Court of Exchequer Chambers, on error from the Court of King's Bench, in the case of *Hitchcock* v. *Coker*, 6 A. & E. p. 438, that the court would not enter into the question whether the consideration was equal in value to the restraint agreed to by the defendant. Up to this time courts had been astute in enquiry as to the adequacy of the consideration, holding the covenant or agreement void, if a sufficient consideration had not been established. This case has justly been called a landmark in the law. The following extract from the considered judgment of Tindal, C.J., which contains a valuable epitome of general principles on the question, is well worthy of careful perusal: "But, if by adequacy of consideration, more is intended, and that the court must weigh whether the consideration is equal in value to that which the party gives up or loses by the restraint under which he has placed himself, we feel ourselves bound to differ from that doctrine. A duty would thereby be imposed upon the court, in every particular case, which it has no means whatever to execute. . . . It is enough, as it appears to us, that there actually is a consideration for the bargain; and that such consideration is a legal consideration, and of some value." This case, in addition to deciding that adequacy of consideration was not essential to support a contract in restraint of trade, also decided that the covenant or agreement would not be void, merely on the ground it was unlimited as to time.

Public policy, it would seem, for some time, had been setting in the direction of the utmost possible limit of freedom of contract. While many judges favoured this view, others were disposed to hasten slowly, and from time to time did not fail to put up a cautionary signal, and in a warning way refer to the well-known dictum of Mr Justice Burrough:—"That public policy is a very