

These two antinomies are well contrasted by James, V. C., in *Leather Cloth Company v. Lorsont*, *ubi supra*. The history, indeed, of the entire doctrine as to restraint in trade is itself nothing but a narrative of the continual efforts of the English law, amidst all the changing conditions of English industry and commerce, to adjust and harmonize these two opposite points of view. It has been in the process of such gradual adjustment that the more indulgent law as to partial restraint of trade has been evolved. The laxer rule as to partial restraint is thus itself an exception, the definition of which again expanded from time to time as society required it. The law as to trade secrets, like

the law of partial restraint, is an exception too. Before the manufacturer or trader sells his trade secret he is the sole possessor of it. If he is to sell it to advantage, he must of necessity be able to undertake not to retain the right to use it or to communicate it to others. A covenant that he will not destroy the value of that which he himself is handing over causes in such a case no diminution in the supply of commodities to the world, but tends, in nine cases out of ten, to stimulate it. There is no tendency in such a transaction to create a monopoly, for the monopoly existed *ex hypothesi* already. Trade cannot suffer by the substitution of one possessor of a secret for another.

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