its very nature embraces world-wide interests and connections and involves dealings and transactions with most of the nations of the globe, and has received thereto a very large sum by way of purchase-money. . . .

[Reference to Nordenfelt v. Maxim Nordenfelt Guns and Ammunition Co., [1894] A.C. 535, 548, 549, 552; Horner v. Graves, 7 Bing. 735, 743.]

Whether the restraint is reasonable or not is a question to be determined in view of all the circumstances. The Court is to say whether, having regard to the nature of the business, the relation of the parties, and the circumstances existing at the time the agreement was entered into, the restraint is confined to what is reasonably necessary for the protection of the covenantees' interests. . . .

The defendant was never engaged in or employed by the plaintiffs in the whitewear branch.

The plaintiffs' laundry business, though extensive, did not and does not extend even approximately to the limits of the Dominion.

It is to be observed also that there is a considerable body of testimony to the effect that such a covenant with respect to a business of this character is quite unusual.

The large bulk of the plaintiffs' custom laundry business is in the province of Ontario. That part of it which consists in laundering table and bed linen for dining and passenger cars on the Canadian Pacific Railway Company's main line is carried on at Toronto. Through agencies in a few towns and cities outside of Ontario comparatively trifling collections are made from customers; but, it may easily be gathered from the testimony, not to an extent appreciable to affect the volume of the home business. At least six of the provinces, and substantially the whole of the territories, are left unexploited by the plaintiffs' laundry business.

Can it be said that a restriction which practically drives the defendant, who is not now a young man, out of the only occupation in which he is at all adept, unless he quits the Dominion of Canada, is reasonably necessary for the protection of the plaintiffs' business. No other or lesser area is prescribed, and the covenant or agreement is not capable of divisibility. Only the one area is included, and, having regard to that, to the testimony, and to the principles recognised in the cases, the proper conclusion should be that the area is larger than is reasonably required for the protection of the plaintiffs' business, and that the covenant or agreement is oppressive and therefore unreasonable and not valid in law.