

in his shop, he agreed he would not any longer keep a shop in Newport. Plaintiff recovered damages on breach of his agreement. The court held, on motion in arrest of judgment, that one upon a valuable consideration might restrain himself from using his trade in a particular place.

In 1711, the great leading case of *Mitchell v. Reynolds* 1 William Peare Williams, p. 181, re-affirmed this principle of distinction between limited and general restraint, and settled the further question, which had long been a subject of controversy in the courts, that it mattered not whether the agreement was or was not under seal. In this case the defendant bound himself by his bond under the penalty of £50 not to exercise the trade of a baker in the parish of St. Andrews, Holborn, for the term of five years. The judgment of the court was, the plaintiff ought to have judgment for breach of the bond. In an exhaustive judgment, in which all the cases were carefully weighed and considered, the Chief Justice, Lord Macclesfield, decided, that all restraints of trade, if nothing more appeared, were bad; but if the restraint were only particular in respect to the time or place, and sufficient consideration was given to the party restrained, such contract was good and valid in law. From this time forward, for more than a century, the courts with great uniformity held that contracts in general restraint of trade were void; while those in partial restraint thereof were valid, provided they were supported by a sufficient consideration.

Chief Justice Best, in *Homer v. Ashford* (1825), 3 Bingham, p. 322, thus clearly defines the old rule and the first leading exception: "The law will not permit anyone to restrain a person from doing what the public welfare and his own interest requires that he should do. Any deed, therefore, by which a person binds himself not to employ his talents, his industry, or his capital, in any useful undertaking in the kingdom, would be void, because no good reason can be imagined for any person imposing such a restraint on himself. But it may often happen (and the present case is a strong instance of it) that individual interest, and general convenience, render engagements not to carry on trade or to act in a profession in a particular place proper. . . . For partial restraints, however, there must be some consideration, otherwise they are impolitic and oppressive. What amounts to an adequate consideration is to be decided by the courts of justice."

Just here it may not be amiss to indicate the meaning of these