

business only. Indeed, the argument of the plaintiffs is, that the branches are not severable or to be severed, because in the manufacture of whitewear resort must be had to laundering processes, and that the defendant could not manufacture whitewear without carrying on the business of a laundry. It follows that to restrain the defendant from carrying on or being concerned in a laundry business shuts him out of the manufacture of whitewear as well.

The case is, therefore, to be dealt with as upon an agreement whereby the defendant is restrained from taking any part in any business of a similar kind to either branch of the plaintiffs' business, not only in or within a named radius from the city of Toronto, where the plaintiffs' factory and laundry are situate, but in any of the provinces or territories within the limits of the Dominion. The question is, whether this extensive and far-reaching restraint upon the *prima facie* privilege of a citizen of the Dominion to engage himself in that occupation with which he is best acquainted, and upon which he chiefly, if not wholly, relies as a means of livelihood, was or is reasonably necessary for the plaintiffs' protection in their business. In considering this question, the salutary rule, so frequently invoked in cases like this, as to maintaining and if need be enforcing contracts deliberately entered into by persons of full age is, of course, not to be overlooked. Nor, on the other hand, are the circumstances that the defendant was, at the time of entering into the agreement, a new-comer, unfamiliar with the country and its extent and with the manners and ways of its people, or that the agreement was prepared by the plaintiffs, or their legal advisers, and that, by its terms, the defendant was in great degree placed in the plaintiffs' power. They alone had power to terminate by notice, and it was possible for them, by the exercise of that right, within a few months from the date of the agreement, to have rendered the defendant subject for three years to all the restraints placed upon him by the agreement.

Restraints which may fairly be regarded as entirely reasonable when imposed in connection with the sale of a business or goodwill or with any transfer of patent rights or of a trade secret or with the dissolution of a partnership, should not be accepted in all cases as necessarily or even approximately applicable to restraints imposed upon employees to whom the only consideration for their covenant is employment and receipt of wages or remuneration for a more or less certain number of years. Such persons are ordinarily not on the same plane with one who has disposed of a very extensive business, which by