in 1866. He remained there two years, and was afterwards employed by them as a traveller in England and Scotland. In 1869, in return for the kindness bestowed upon him by the plaintiffs, and for the trouble they had taken in his commercial education, he undertook not to represent any other champagne house for two years after leaving their service. He also undertook, if at any time he left the plaintiffs' house for any reason whatever, not to establish himself nor to associate himself with any other persons or houses in the champagne trade for ten years. The defendant left the plaintiffs' employment in 1877, and the defendant established himself in London as a vendor of Ay champagne. Proceedings were instituted in the Tribunal of Commerce at Epernay by the plaintiffs, who obtained judgment by default. The defendant was thereby restrained from representing any champagne house for two years, and from carrying on the business of champagne merchant for ten years. The present proceedings were brought to enforce either the contract or the judgment. Two questions were thus raised. His Lordship was of opinion that the rule to be deduced from the authorities was, that the restraint must not be unreasonable, having regard to the circumstances of the business to be protected. He thought the restraint in this case was not larger than the reasonable protection of the plaintiffs' business warranted. Must the contract, then, be partial to one place? Such a rule, in his opinion, could be evaded by exception. There were businesses, considering the facilities of communication, which were very well conducted over the whole country or a larger area, and other businesses which could only be interfered with in a limited area. "In the first case," his Lordship went on to say, "a universal restriction would be reasonable; in the second, it would be unreasonable to render the contract void. * * The supposed rule as to locality would only apply to those cases in which, in my judgment, it ought not to apply; and therefore, unless there is strong authority to bind me, I should hold that there was no such rule." In the recent case of *Collins* v. *Locke*, 41 L. T. Rep. N. S. 292, it appears to have been fully admitted by the Privy Council that contracts in restraint of trade are against public policy unless the restraint they impose is partial only, and they are made for good consideration and are reasonable. The main consideration, however, appears to be whether the restraint is larger than the necessary protection of the party with whom the contract is made and is unreasonable and void, as being injurious to the interests of the public on the grounds of public policy. In *Leather Cloth Company* v. *Lorsont*, L. R. 7 Eq. 355, Vice-Chancellor James stated that all restraints upon trade are bad as being in violation of public policy, unless they are natural and not unreasonable for the protection of the parties in dealing legally with some subject-matter of contract. His Lordship explained that the same public policy which enables a man to sell what he has in the best market, enables him to enter into any stipulation, however restrictive it is, provided that restriction, in the judgment of the court, is not unreasonable, having regard to the subject-matter of the contract. Restrictions even indefinite in time have been held valid, as in *Bunn* v. *Guy*, 4 East, 190, or for a life of the party restrained, as in *Hitchcock* v. *Cocker*, 6 A. & E. 438. Again Vice-Chancellor Leach, in *Bryson* v. *Whitehead*, 1 S. & S. 74, enforced an agreement by a trader upon selling a secret in his trade to restrain himself for twenty years absolutely from the use of such secret, and intimated that the trader might restrain himself generally. Mr. Justice Fry, relying upon *Leather Cloth Company* v. *Lorsont* and other cases, came to the conclusion that the plaintiffs had established a right to an injunction.—*Law Times*, London.

NOTES OF CASES.

JUDICIAL COMMITTEE OF PRIVY COUNCIL.

February 3, 1880.

Present:—Sir James W. Colvile, Sir Barnes Peacock, Sir Montague E. Smith, Sir Robert P. Collier.

Lambkin, Appellant, and The South-Eastern Railway Co., Respondent.

Personal Injuries—Negligence of railway servants—Estimation of Damages.

Per Curiam. This is an action brought against the South-Eastern Railway Company of the Province of Quebec to recover damages which the plaintiff sustained by reason of an