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## NOTES.

**MODERN DEVELOPMENTS OF THE DOCTRINE OF CONTRACTS IN RESTRAINT OF TRADE.**—The original meaning of a contract in restraint of trade was one by which a person agreed not to exercise a certain calling, *Y. B. 2 Hen. V. 5*, pl. 26; *Homer v. Ashford* (1825) 3 Bing. 322, the abhorrence of which at common law arose principally from the fact that a person might thus be deprived of a means of earning a livelihood, *Steam Nav. Co. v. Winsor* (U. S. 1893) 20 Wall. 64; *Oliver v. Gilmore* (1892) 52 Fed. 562, and also that the State was deprived of the services of a useful member. *Union Steamboat Co. v. Bonfield* (1901) 193 Ill. 420; *Mitchell v. Reynolds* (1711) 1 P. Wms. 181. Though at first the courts absolutely prohibited such contracts, *Colgate v. Bachelet* (1602) Cro. Eliz. 872, they were later upheld, if ancillary to some other contract, the enjoyment of which they were necessary to protect. *Broad v. Jollyse* (1619) Cro. Jac. 596. But since the protection of the contractor was usually accomplished by a contract confined to certain limits, they were upheld only where limited in time and space, *Rogers v. Parry* (1613) 2 Bulstr. 136, this arbitrary rule being subsequently changed to a test of what was reasonably necessary for the protection of the contractor. *Nordenfelt v. Maxim Nordenfelt etc. Co.* [1894] A. C. 535; 2 COLUMBIA LAW REVIEW 166. While the tendency of such a contract to destroy competition and create monopoly was also considered one of the evils caused by such contracts, no stress was put upon this fact, see *Mitchell v. Reynolds*, supra, and the rules regarding such contracts were not framed to meet it.

Recently the courts of this country, because of peculiar economic conditions prevailing here, have built up, as an extension of the older doctrine, *U. S. v. Addyston Pipe Co.* (1898) 85 Fed. 271, new doctrines prohibiting contracts which tend to lessen competition and to create