

decisions, be correct, it is manifest that the doctrine discussed in this section indicates a severance of the currents of English and

from accepting employment from another club. "The evidence in this case justifies the conclusion that the services of the defendant are of such a unique character, and display such a special knowledge, skill, and ability as renders them of peculiar value to the plaintiff, and so difficult of substitution, that their loss will produce irreparable injury, in the legal significance of that term, to the plaintiff. The action of the defendant in violating his contract is a breach of good faith, for which there would be no adequate redress at law, and the case therefore properly calls for the aid of equity, in negatively enforcing the performance of the contract, by enjoining against its breach."

In *Metropolitan Exhibition Co. v. Ewing* (1880) 42 Fed. 198, where a base-ball player was restrained from violating a negative promise, the court stated it was applying the "generally recognized doctrine" that "while a court of equity will not ordinarily attempt to enforce contracts which cannot be carried out by the machinery of a court, like that involved in the present case, it may nevertheless practically accomplish the same end by enjoining the breach of a negative promise."

In *Metropolitan Exch. Co. v. Ward* (1890) App. D. 9 N.Y. Supp. 779, 24 Abb. N.C. 393, the power of the court to enforce a restrictive provision against a base-ball player was asserted; but the circumstances were held not to justify a preliminary injunction.

In *Daly v. Smith*, *supra*, a special point was raised by the fact, that it was expressly stipulated in the contract that if the defendant should refuse to fulfill her part, and should attempt to perform at any other theatre before the termination of her agreement with the plaintiff, the plaintiff might by legal process or otherwise, restrain her from so performing, on payment to her, during such restraint, of a sum equal to one-quarter of the salary to be paid to her under the contract, in lieu of her salary. The court, referring to the general rule that parties cannot confer jurisdiction by stipulation, refused to interfere with this arrangement for the reason that, as the jurisdiction existed wholly irrespective of the clause, it was competent for the parties to agree upon the terms of restraint in a proper case, like the one under review.

(b) *Injunction refused.*—In *Rogers v. Rogers* (1890) 58 Conn. 356, 20 Atl. 467, the defendant agreed that he would serve the plaintiffs for twenty-five years under the direction of their general manager, travelling for them as directed, and rendering such services in the capacity of a secretary or other officer as they might desire; and that he would not be engaged, or allow his name to be used, in any other hardware or cutlery business, either as manufacturer or seller, but would give his entire time and services to the interests of the plaintiffs. In a suit for an injunction against the defendant's leaving the employment of the plaintiffs and engaging in any other hardware or cutlery business, or allowing his name to be used in any such other business, in which the plaintiffs set out the defendant's contract and averred that his services had, by his familiarity with their business and customers, become of special value to them, that he was negotiating with certain rival manufacturers to go into their service and to allow his name to be used as a stamp upon their wares, and intended to use for their advantage his knowledge of the plaintiffs' business, and that his doing so would cause irreparable damage to the business of the plaintiffs, the court refused to grant the relief asked for, saying: "These services, while they may not be material and mechanical, are certainly not purely intellectual, nor are they special, or unique, or extraordinary; nor are they so peculiar or individual that they could not be performed by any person of ordinary