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THE LAW OF CONTRACTS.

EQUITABLE JURISDICTION IN REGARD TO CONTRACTS OF EMPLOYMENT.

1. Scope of Article.
2. Subject considered with reference to the general principles which define the limits of equitable jurisdiction.
3. General rule that equity will not specifically enforce contracts of service.
4. Rationale of this rule.
5. Qualification of the general rule where the applicant for relief is in the employment of a body of trustees.
6. Enforcement of stipulations by employes not to perform services for any other persons than their employers. English cases reviewed.
7. Same subject. American cases reviewed.
8. Absence of express negative stipulation, to what extent a bar to exercise of equitable jurisdiction. English cases reviewed.
9. Same subject. American cases reviewed.
10. Quality of the services, how far a material element. English authorities examined.
11. Same subject. American doctrine.

1. Scope of Article.—In this article it is proposed to consider the extent of the jurisdiction of courts of equity merely with reference of the enforcement of the two main obligations arising out of a contract of employment, viz., the obligation of the employer to retain the employé, and the obligation of the employé to remain in the service, until the termination of the agreed period. The exercise of that jurisdiction in cases involving obligations arising out of the fiduciary relations of the parties will not be discussed.