(*g*) That no present damage will accrue to the plaintiff by reason of the breach of the contract. Under some circumstances this may be ground for denying equitable relief[8]. But it is apprehended that, even if the decision in the case cited be accepted as correct, no general rule can be laid down under this head, and that cases may arise in which the certainty of future

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a defence to the suit, as she had an adequate legal remedy for the injury complained of. But the correctness of the latter of these rulings seems to be open to question. If the actress had a legal right of action, then, *ex hypothesi*, the employer must have been chargeable with a breach of the contract on his side.

Merely hiring another actor to take the place of the defendant in one of the stipulated pieces after he absented himself, and declining to dismiss the substitute, while that piece is running, is not such a breach of the manager's part of the contract as will preclude him from obtaining an injunction. *Montague* v. *Flockton* (1873) L.R. 16 Eq. 189.

One who has employed an opera singer under a contract that she will not render services except at those places under his management is not entitled to an injunction restraining her from so doing, where he has failed to pay her for services rendered under a previous engagement, and it is apparent from the evidence that he will be unable to pay the stipulated salary, unless the season proves to be successful. The court said that the defendant ought not to be subjected to this contingency, and laid down the general principle that a negative covenant should not be enforced, where, if the court has the power, it would not enforce an affirmative covenant. *Rice* v. *D'Arville* (1895) 162 Mass. 559, 39 N.E. 180. It was further held that the fact that the plaintiff at the hearing offered a bond for the performance of his contract made no difference, both for the reason that it had been offered after the defendant had, for good cause, refused to continue with the plaintiff, and had entered into other engagements, and for the reason that a bond is not an assurance that the money will be paid when due according to the terms of the contract, but an agreement which usually has to be enforced by a lawsuit.

[8] In *De Pol* v. *Sohlke* (1867) 7 Rob. 280, one of the grounds on which an injunction to prevent a danseuse from violating a covenant not to render personal services as such to any person other than the plaintiff, was denied was that, as the only way in which the defendant's breach of contract could produce damage was by the withdrawal of custom, and the plaintiffs' had no establishment in active operation when the suit was brought, and were not likely to have one for some time, no damages were then resulting, or would for an appreciable period result, from the act which it was sought to enjoin. The conclusion drawn was that the circumstances did not supply the necessary foundation for invoking the exercise of an equitable jurisdiction of which the rationale was, that it was impossible to measure the damages which would follow from the breach of a restrictive provision like the one in question. This reasoning is not altogether satisfactory. It would seem that damages, both tangible and incapable of exact measurement, might fairly be said to be the natural consequence of the defendants exhibiting her accomplishments at other establishments, and thus satisfying the curiosity of a certain number of the persons who would probably have visited the plaintiffs' establishment, as soon as it was in operation.