

(e) That the plaintiff has not come into court with clean hands<sup>6</sup>.

ment" was purely rhetorical in this instance, as such an engagement only occupied a small part of the defendant's time, and she had many hours available for other honest ways of obtaining a livelihood.

In the second case under the same caption, the same judge granted an injunction to restrain a lady of twenty-two from violating a stipulation in a six years' contract of apprenticeship, entered into with the same teacher of dancing, that she would not enter the service of any other person during the specified period without her teacher's permission. He considered that a six years' term was not too long for a person of the defendant's age, and also held that it was not unfair either to reserve one-third of her earnings as remuneration for the instruction given or to reserve control over her engagements.

A traveller for a firm of wine merchants, agreed to devote the whole of his attention and time to the business of the plaintiffs, and not directly or indirectly to engage or employ himself in any other business, or transact any business with any other person or persons than the plaintiffs for a term of ten years. Held, that these negative stipulations in this contract were unreasonable. *Ehrman v. Bartholomew* (1898) 1 Ch. 671, 78 Law T. Rep. 646, 67 L. J. Ch. N.S. 319. After stating the effect of the sweeping provisions of the contract, Romer, J., observed: "The court, while unable to order the defendant to work for the plaintiffs, is asked indirectly to make him do so by otherwise compelling him to abstain wholly from business, at any rate during all usual business hours. In my opinion such a stipulation is unreasonable and ought not to be enforced by the court. . . . To enforce such a general stipulation as I find here would be in my opinion a dangerous extension, [i.e., of the cases in which negative stipulations have been enforced], for here the stipulation extends to business of any kind, while the negative stipulations enforced in the prior cases, such as *Lumley v. Wagner*, 5 De G. M. & Sm. 485, 1 D. M. & G. 604 (§ 6, post), were confined to special services."

There is nothing unreasonable in a contract the effect of which is that, so long as the servant is in the master's employ, he is not to work for anybody else or engage in any other business. Lindley, M.R., in *Robinson v. Hener* (1898) 2 Ch. 451 (455).

In *Kimberley v. Jennings* (1835) 6 Sim. 340, Shadwell, V.C., held that an agreement drawn in such terms, that if, from illness or any other cause over which the defendant could have no control, he should become incapable of serving the plaintiffs, they should have the option either of discharging him, or discontinuing the payment of his salary, and insisting that, for the remainder of the six years, he should not engage in the service of any other individual, in the same capacity, or in any other trade, business, profession or employment whatsoever, without the written consent of the plaintiffs, or the survivor of them, was a hard bargain, considering that parties to it were a young man and a firm of wealthy merchants. Accordingly he refused to enjoin the employé from violating the negative stipulations.

A restrictive covenant prohibiting an actress from appearing in any other theatre from the date of the contract, and not from the commencement of the season, was held not to be inequitable, in a case where she was shown to have considerable experience and business capacity. *Daly v. Smith* (1874) 38 N.Y. Supr. Ct. 158.

A contract with a singer to appear in such operas as the employer shall produce in a certain season will not be pronounced inequitable for the mere reason that it provides that two weeks' notice of the termination