

(d) That the contract constitutes a "hard bargain," that is to say, one which may properly be described by such epithets as "unreasonable," "unconscionable," "oppressive," and the like⁵.

Metropolitan Exhibition Co. v. Ewing (1890) 7 L.R.A. 381, 24 Abb. N. Cas. 419, 42 Fed. 198. "The effect of these provisions," said the court, "is that, when the club has exercised its privilege of reservation, no other club is permitted to negotiate with the player; but the club which has placed him upon the reserved list, and no other, is then at liberty to enter into a contract with him to obtain his services for an ensuing year. Consequently the right of reservation is nothing more or less than a prior and exclusive right, as against the other clubs to enter into a contract securing the player's services for another season. . . . As a coercive condition which places the player practically, or at least measurably, in a situation where he must contract with the club that has reserved him, or face the probability of losing any engagement for the ensuing season, it is operative and valuable to the club. But, as the basis for an action for damages if the player fails to contract, or for an action to enforce specific performance, it is wholly nugatory. In a legal sense, it is merely a contract to make a contract if the parties can agree." The court also held that there was no necessity to particularize in such a contract the conditions or characteristics of the option if, when the contract was made, the term "reserve" had a well-understood definition.

A similar decision was rendered with regard to a similar contract in *Metropolitan Exhibition Co. v. Ward* (1890) 9 N.Y. Supp. 779, 24 Abb. N.C. 393.

⁵By an apprenticeship deed between an infant, her parent, and the plaintiff, the infant was bound apprentice to the plaintiff for seven years, to be taught stage dancing, upon certain terms, by one of which the infant contracted that she would not accept any professional engagement or contract matrimony during the said term without the consent of her master. The deed also contained mutual covenants by the master and the parent that the master would properly instruct the infant, and make certain payments to her for all dancing engagements in this country and in foreign or colonial countries; in return for which the infant's services were to be entirely at the disposal of the master. But there was no stipulation that the master should provide engagements for the infant or maintain her while unemployed. There was also a provision that the master might put an end to the apprenticeship if the infant should be found after fair trial unfit for the work of stage dancing, or should break any of the engagements of the deed, or in any way misconduct herself. The infant having made a professional engagement with the defendant B., the plaintiff brought an action against B., the infant, and her parent, to enforce the provisions of the deed and for damages for breach of it. *Held*, that the provisions of the deed were unreasonable, and could not be enforced against the infant or her parent; and consequently that no action would lie against B. for enticing her away from the plaintiff's employment. *De Francesco v. Barnum* (1890) 43 Ch. D. 165, 45 Ch. Div. 430.

In the first case reported under the caption, *Lanner v. Palace Theatre* (1893) 9 Times L.R. 162, Chitty, J., granted an injunction to restrain a lady from accepting an engagement as a ballet dancer, in breach of a stipulation not to perform for any other person than the plaintiff, her instructor, for a period of six weeks. Referring to his own decision in *Francesco v. Barnum*, *supra*, the learned judge said that the "slavery argument" had no application to the case. He also remarked that the "starvation argu-