granting or refusing relief in cases which involve the violation of negative stipulations in contracts of services is now determined with reference solely to the general principle of equity jurisprudence, that the court may in the exercise of its discretion enforce by injunction stipulations of this description, which it deems sound and reasonable[3]. That is to say, upon the general rule, that specific performance of a contract of service will not be decreed, there has been engrafted the exception, that, "where a person has engaged not to serve any other master, . . . the court can lay hold of that, and restrain him from so doing"[4]. This doctrine was established in England by the leading case of *Lumley* v. *Wagner*[5], in which Lord St. Leonards, examined at considerable length all the previous decisions bearing upon the question[6]. His conclusion was that an injunction should be

contract bound to abstain from, is not confined to cases in which there are either no other executory terms in the contract, or none which a court of equity has not the means of enforcing.

[3] Chitty in *Lanner* v. *Palace Theatre* (1893) 9 Times L.R. 162.
Compare the following observation of the same judge in *De Francesco* v. *Barnum* (1889) 43 Ch. D. 165: "Injunctions in cases of this kind to restrain a breach of a negative clause in a contract for service is granted because, first, it is a negative clause; and, secondly, because damages are not an adequate remedy, and it is considered right in cases of that kind to interfere directly by preventing a breach, which the person has bound himself not to make. Therefore, as there is no right to sue for damages, there can be no right to an injunction." This statement was approved by Fry, L.J., in 45 Ch. D. 165.
In Story, Eq. Jurispr. § 1343, the effect of the English cases is thus stated: "The violation of contracts for personal services may be restrained by injunction, whenever the legal remedy of damages would be inadequate, and the contract is of such a nature that its negative specific enforcement is possible." But this statement is wanting in precision, as it does not advert to the materiality of the insertion or non-insertion of a negative stipulation in the contract.

[4] Lindley, L.J., in *Whitwood Chemical Co.* (1891) 2 Ch. 416.

[5] (1852) 1 De G. M. & G. 604.

[6] The earliest relevant case, that of *Morris* v. *Colman* (1841) 18 Ves. 437, was thus commented upon by the Chancellor: "There Mr. Colman was a part proprietor with Mr. Morris of the Haymarket Theatre, and they were partners in that concern, and by the deed of partnership Mr. Colman agreed that he would not exercise his dramatic abilities for any other theatre than the Haymarket; he did not, however, covenant that he would write for the Haymarket, but it was merely a negative covenant that he would not write for any other theatre than the Haymarket. Lord Eldon granted an injunction against Mr. Colman writing for any other theatre