In cases where the party seeking the assistance of the court is the employé, the mere fact that the reputation of the employé

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solely for the plaintiff, a football club, during a certain season. Lord Esher remarked that there was no question of character, or of property involved, except that it was alleged that there would be a diminution of the gate money. The real point was the pride of the employing club who wanted to win games; and it was not fitting that the solemn machinery of the court in granting an injunction should be invoked in order to satisfy that pride. This decision is in conflict with the American cases in which prohibitory injunctions have been issued against professional base-ball players on the ground of the unique character of the services. See § 11, *note* 8, *post*.

In *Wèlty* v. *Jacobs* (1898) 171 Ill. 624-30, aff'g 64 Ill. App. 285, the manager of a theatrical company was refused an injunction to restrain the proprietor of a theatre from refusing to furnish his theatre, stage hands, music, etc., according to the terms of a contract for the appearance of the company on a certain date, and from letting the theatre to another company at that time.

The rule that one person cannot be compelled to serve another against his will was also recognized in *Boyer* v. *Western U. Tel. Co.* (1904) 124 Fed. 246.

In Louisiana, bound servants and apprentices and their master may be compelled to the specific performance of their respective engagements. La. Civ. Code (1889) Art. 170 (164).

(*b*) *Illustrative cases in which the applicant for relief was the employé.*—A railway company agreed with contractors that the contractors should work the line and keep the engines and rolling plant in repair at a specified remuneration, and that the contract should be in force for seven years, but with a proviso for its determination if the contractors did not, within forty-eight hours after notice given by the company, obey the instructions contained in such notice. *Held*, that the agreement was not of such a kind as to be enforceable by injunction restraining the company from determining the contract and resuming the possession of their line for non-obedience to impracticable instructions. *Johnson* v. *Shrewsbury & B. R. Co.* (1853) 3 De G. M. & G. 914. Distinguishing the case of *Lumley* v. *Wagner* (see § 6, *post*), Turner, L.J., said: "In that case the court was called upon to prevent a singer who had been engaged by the plaintiff from singing for hire for other persons. The object of the plaintiff was to restrain the defendant from hiring herself to other persons; but, in this case, what the plaintiffs ask is to restrain the defendants from not employing them as their contractors. In that case it was possible to enforce the contract as against the defendant, while in this case it is not."

On the ground that an injunction could not be issued in favour of an employé entitled only to a month's notice, Wills, J., refused an injunction to restrain a school board from dismissing a master who had been charged with assaulting a girl, but had been acquitted a few days after the dismissal. *Kemp* v. *School Board of Caddington* (1893) 9 Times L.R. 301.

In *Brett* v. *East India & London Shipp. Co.* (1864) 2 H. & M. 404, Page Wood, V.C., (afterwards Lord Chancellor Hatherley), refused specific performance of an agreement to employ the plaintiff as a ship broker, one of the stipulations being that the plaintiff's name should appear jointly with that of the secretary of the defendant's company in all advertisements of the company.

In *Ryan* v. *Mutual, etc., Assoc. L. R.* (1892) 1 Ch. Div. 116, the court refused to grant relief, on the ground that a contract between the lessees and the lessor of a block of buildings, whereby the latter had stipulated that the premises should be in charge of a resident porter who was to act as