

INJUNCTIONS

- Courts reluctant to directly or indirectly enforce contract of employment, sometimes referred to as 'rule against enforcement', as relationship is highly personal one.
 - o De Francesco v Barnum 1890: Contract of apprenticeship very disadvantageous to young dancer who was contractually bound by it. Wouldn't give her wages and also stopped her taking paid work without express approval from apprentice master. Got a job and claimant action to prevent it failed.
- However some exceptions:
 - o Possible for negative restraint clause to be included in contract which court will enforce when employee has promised not to do certain things.
 - Lumley v Wagner 1852: opera singer signed contract with express clause preventing her from taking up work in other theatre for three months. She entered into another contract against this. Successfully restrained from doing so with grant of injunction. Court content that brief duration of contract in no way interfered with ability to earn a living and as such was reasonable in the circumstances.
 - o Also possible that injunction may be granted in circumstance where damages inadequate following case of:
 - Hill v CA Parsons & Co Ltd 1972: C's employer reached a 'closed shop' agreement with recognised trade union (where all employees must belong to the union). Employer wrote to C who refused so gave one month's notice of dismissal. C has 35 years' service as senior engineer. Had only 2 years left till retirement and dismissal would have detrimental effect on pension rights and therefore sought injunction to lengthen period of notice. CA allowed injunction and extended period to six months which it felt was reasonable. Also defined rule against enforcement as one of fact and not law. As result, certain exceptions eg where damages inadequate.
 - o Remedy is equitable and is discretion of court.
 - Anderson v Pringle of Scotland Ltd 1998: employment of contract as result of collective agreement indicated in any redundancy employer would operate last in first out criteria for selection. Employer was trying to implement different criteria and employee complained. Court granted injunction to restrain employer from using different criteria to those in the contract.