

## Warner Bros v Nelson [1937] 1 KB 209

<http://lawcasesummaries.com/knowledge-base/warner-bros-v-nelson-1937-1-kb-209/>

### Facts

- A film star (Nelson, also known as Bette Davis) entered into a contract with Warner Bros to perform exclusively for them for 52 weeks
- During this time she got more popular and breached the agreement to work with a 3<sup>rd</sup> party
- WB sued for an injunction

### Issue

Can you enforce an injunction on a personal services contract?

### Held

1. *Branson J*: The consideration is ‘is this contract unlawful because it is a restraint of trade?’ No – no evidence to support this
2. A Court will not enforce specific performance for a personal service
3. The Court should try to bind people to their word, though
4. The Court will not enforce negative clauses if they would force them into starvation or to act out the positive clauses (service only)
5. It is too hard to figure out damages
6. Injunction granted.

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Law case summary from [www.lawcasesummaries.com](http://www.lawcasesummaries.com)