

force the agreement of the parties. In *Parkhurst vs. Van Cortlandt*, 1 *Johns. Ch. Rep.*, 273, the necessity of certainty and precision, in the terms of the agreement, to enable the court to see clearly what is the contract of the parties, is dwelt upon, and in that case, it was said that the uncertainty of the terms of the agreement, was an insuperable objection to the specific execution sought by the bill.

My opinion, therefore, is, that the contract in this case, is not set out in the bill, with the necessary degree of certainty to enable the court to decree its specific execution. It is impossible, looking at the bill, to say for what period the defendant should be required to comply with the stipulations sought to be enforced against him ; and, therefore, without intimating an opinion upon the evidence or upon the question affecting the jurisdiction of the court, I think the injunction must be dissolved.

Z. COLLINS LEE for Complainant.
JOHN H. ING for Defendant.