most naturally suggests itself as a factor of controlling importance are those which relate to employments of a distinctly confidential character[4]. But its applicability, as one of the bases

agree, and good people do not always agree, enormous mischief may be done. A man may have one of the best domestic servants, he may have a valet whose arrangement of clothes is faultless, a coachman whose driving is excellent, a cook whose performances are perfect, and yet he may not have confidence in him; and while on the one hand all that the servant requires or wishes (and that reasonably enough) is money, you are on the other hand to destroy the comfort of man's existence for a period of years, by compelling him to have constantly about him in a confidential situation one to whom he objects. If that be so in private life, how important do these considerations become when connected with the performance of such duties —duties to society—as are incumbent upon the directors of a company like this I think that by interfering in the present case there would be no equality." The remarks of Turner, L.J., at p. 930, are to the same effect: "The inconvenience and mischief to the defendants, to say nothing of the interest of society at large, would be greater if the court should interfere than anything that could possibly happen to the plaintiffs by declining to interfere."

In *Francesco* v. *Barnum* (1890) 45 Ch. D. 430 (438), Fry, L.J., said: "For my own part, I should be very unwilling to extend decisions the effect of which is to compel persons who are not desirous of maintaining continuous personal relations with one another to continue those personal relations. I have a strong impression and a strong feeling that it is not in the interest of mankind that the rule of specific performance should be extended to such cases. I think the courts are bound to be jealous, lest they should turn contracts of service into contracts of slavery; and, therefore, speaking for myself, I should lean against the extension of the doctrine of specific performance and injunction in such a manner."

In *Whitwood Chemical Co.* v. *Hardman* (1891) 2 Ch. 416, Lindley, L.J., after stating that he looked upon *Lumley* v. *Wagner* (§ 6, *post*), "as an anomaly to be followed in cases like it, but an anomaly which it would be dangerous to extend," proceeded thus: "I make that observation for this reason, that I think the court, looking at the matter broadly, will generally do much more ha by attempting to decree specific performance in cases of personal service than by leaving them alone; and whether it is attempted to enforce these contracts directly by a decree of specific performance, or indirectly by an injunction, appeals to me to be immaterial. It is on the ground that mischief will be done to one at all events of the parties that the court declines in cases of this kind to grant an injunction, and leaves the aggrieved party to such remedy as he may have apart from the extraordinary remedy of an injunction."

[4] In *Pickering* v. *Bishop of Ely* (1843) 2 Y. & C. C. 249, Shadwell, V.C., in refusing an injunction to restrain the defendant from obstructing in his office the plaintiff, a solicitor who had a right to prepare all the leases of lands owned by the See of Ely remarked: "The closest knowledge of all his temporal concerns connected with his See being the necessary consequence of what the plaintiff asserts, it is obvious that it is of the highest importance to the safety of the temporal interests of the bishop for the time being, and his ordinary comfort, that the person invested with such powers should be a man not merely respected by him, not merely worthy of trust, but also personally acceptable to him. To force upon him in such characters a person however estimable, however professionally eminent,