

extreme inconvenience or actual impossibility would doubtless constitute a sufficient ground for refusing to undertake to enforce specific performance. But the predicament encountered in this instance would seem to be more accurately referred to the category of things "impossible" than to that of things "inconvenient." Even imprisonment for contempt of court is ineffectual to overcome stubborn contumacy².

(b) That in view of the peculiar personal relations which result from a contract of service, it would be inexpedient, from the standpoint of public policy, to attempt to enforce such a contract specifically³. The cases in which this consideration

consequences of his refusal, and this would defeat the very performance sought to be enforced."

In *Whitwood Chem. Co. v. Hardman* (1881) 2 Ch. 416, Kekewich, J., remarked, *arguendo*: "It would be quite impossible to make a man work, and therefore the court never attempts to do it."

"A specific performance in such cases is said to be impossible because obedience to the decree cannot be compelled by the ordinary processes of the court. Contracts for personal acts have been regarded as the most familiar illustrations of this doctrine, since the court cannot in any direct manner compel the party to render the service." *Wm. Rogers Mfg. Co. v. Rogers* (1890) 58 Conn. 356.

In one case we find the somewhat guarded statement, that the difficulty if not the utter impracticability, of compelling the performance of such an agreement, is a conclusive reason why a court of equity should refuse to interfere. *Sanguirico v. Benedetti* (1847) 1 Barb. 315.

²It is apparent that, under no social system of which we have any record, has the sovereign authority been able to put into motion a coercive machinery for the purpose of overcoming the determined passive resistance of an employer to a judicial decree ordering him to retain an employé. In states where slavery exists an effectual means of compelling an employé to fulfill his contract is available. But this consideration is of no practical importance in any country with which we are concerned in the present treatise.

³In *Johnson v. Shrewsbury & Birmingham Ry. Co.* (1853) 3 De G. M. & G. 914 (924), Knight Bruce, L.J., observed with regard to a contract the effect of which is stated in § 3, note 1, *ante*: "There is here an agreement, the effect of which is that the plaintiffs are to be the confidential servants of the defendants in most important particulars, in which, not only for the sake of the persons immediately concerned but for the sake of society at large, it is necessary that there should be the most entire harmony and spirit of co-operation between the contracting parties. How is this possible to prevail in the position in which (I assume for the purpose of the argument by the default of the defendants) the defendants have placed themselves? We are asked to compel one person to employ against his will another as his confidential servant, for duties with respect to the due performance of which the utmost confidence is required. Let him be one of the best and most competent persons that ever lived, still if the two do not