4. Rationale of this rule.—An examination of the language used by judges shows that this rule has been referred to two distinct considerations:—

(*a*) That it is, as some of the authorities put it, inconvenient, or, as others express it, impossible, for a court of justice to conduct and supervise the operations incident to and requisite for the execution of a decree for the specific performance of a contract which involves the rendering of personal services[1]. Either

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contract, although he owned a half interest, and was a party to a contract with the owners of the remaining stock, which provided for equal control of the stock and equal services).

See also *Reid Ice Cream Co.* v. *Stephens* (1895) 62 Ill. App. 334 (where a part of an agreement made by a corporation in taking over the plaintiff's business was that he was to receive a monthly salary for services to be rendered); *Mills* v. *United States Printing Co.* (1904) 99 App. 605, 91 N.Y. Supp. 185 (court refused to enjoin the defendant from discharging the plaintiff on the ground that he had declined to join a labour union, and from carrying out contracts with unions which embraced a stipulation to employ only union workmen).

[1] "The nature of the contract is not one which requires the performance of some definite act, such as this court has been in the habit of requiring to be performed by way of administering superior justice rather than leave the parties to their rights and remedies at law. It is obvious that if the notion of specific performance were applied to ordinary contracts for work and labour or for hiring and service, it would require a series of orders and a general superintendence which could not conveniently be undertaken by any courts of justice; and therefore contracts of that sort have been ordinarily left to their operation at law." Lord Selborne in *Wolverhampton & W. R. Co.* v. *London, etc., R. Co.* (1873) 00 L.R. 16 Eq. 438 (440).

In *Millican* v. *Sulivan* (1888) 4 Times L.R. 203, Fry, L.J., observed that enormous "inconvenience" would be occasioned, if courts of equity were to enforce the continuance of strictly personal relations, under penalty of imprisonment for contempt of court, and that it was on the ground that such a course would be too gross an interference with the liberty of the subject, that courts of equity had refused to enforce such relations.

See also *Ryan* v. *Mutual, etc., Asso.* (1892) 1 Ch. D. 116, where equitable relief was refused on the ground that it would require continuous supervision by the court.

In *Kemble* v. *Kean* (1829) 6 Sim. 333, Shadwell, V.C., argued as follows: "Supposing Mr. Kean should resist, how is such an agreement to be performed by the court? Sequestration is out of the question; and can it be said that a man can be compelled to perform an agreement to act at a theatre by this court sending him to the Fleet for refusing to act at all? There is no method of arriving at that which is the substance of the contract between the parties, by means of any process which this court is enabled to issue."

In *Hamblin* v. *Dinneford* (1835) 2 Edw. Ch. 529, a similar case, the court argued thus: "The difficulty is how to compel specific performance. The court cannot oblige Mr. Ingersoll to go to the Bowery Theatre and there perform particular characters. Imprisonment for a contempt would be the