

November 1920

Equity--Jurisdiction--Specific Performance of Contracts Involving Continuous Oversight by the Court

W. E. G.

West Virginia University College of Law

Follow this and additional works at: <https://researchrepository.wvu.edu/wvlr>



Part of the [Contracts Commons](#)

Recommended Citation

W. E. G., *Equity--Jurisdiction--Specific Performance of Contracts Involving Continuous Oversight by the Court*, 27 W. Va. L. Rev. (1920).

Available at: <https://researchrepository.wvu.edu/wvlr/vol27/iss1/14>

This Recent Case is brought to you for free and open access by the WVU College of Law at The Research Repository @ WVU. It has been accepted for inclusion in West Virginia Law Review by an authorized editor of The Research Repository @ WVU. For more information, please contact ian.harmon@mail.wvu.edu.

EQUITY—JURISDICTION—SPECIFIC PERFORMANCE OF CONTRACTS INVOLVING CONTINUOUS OVERSIGHT BY THE COURT.—The assignee of a contract to sell a certain amount of coal, to be delivered at such times and in such quantities as the buyer should designate, refused to perform it. The buyer sought an injunction to prevent the assignee from selling coal to any one else until the buyer's order had been filled. One of the questions raised was whether equity had jurisdiction to enforce a contract which involved continuous oversight by the court. *Held*, A court of equity has no such jurisdiction. *Geo. E. Warren Co. v. A. L. Black Co.*, 102 S. E. 672 (W. Va. 1920).

The general rule is that contracts which require the performance of varied and continuous acts, or the exercise of special skill and judgment will not be enforced by equity courts, because the execution of the decree would require such constant supervision as to make judicial control a matter of supreme difficulty. See *Marble Co. v. Ripley*, 10 Wall. 339, 358 (U. S.); *Beal v. Allison*, 56 N. Y. 366, 370. But the fact that such contracts are not generally enforced, does not justify an equity court in declining jurisdiction over them. *Jones v. Parker*, 163 Mass. 564, 40 N. E. 1044. It merely permits the court, in its sound discretion, to refuse to exercise the jurisdiction which it possesses. *The Standard Fashion Co. v. The Siegel-Cooper Co.*, 157 N. Y. 60, 51 N. E. 408. Where, for example, public interest seems to require it, difficulties in regard to supervision will not prevent the court from exercising the jurisdiction which it possesses, and it will specifically enforce the contract. *Union Pacific R. Co. v. Chicago, Rock Island and Pacific R. Co.*, 163 U. S. 564; *Joy v. St. Louis*, 138 U. S. 1. So also where the hardship to the plaintiff would be very great, a court of equity will exercise its jurisdiction, and undertake a more difficult task of supervision than where the hardship on the plaintiff would be relatively slight. See *Wilson v. Furness R. Co.*, 9 Eq. Cases 28, 33. Also a covenant to light and heat premises reasonably and a contract to build have been specifically enforced although continuous oversight by the court was required. *Jones v. Parker*, 163 Mass. 564, 40 N. E. 1044; *Ward v. Newbold*, 115 Md. 689, 81 Atl. 793. It would seem, therefore, that the court in the principal case is inexact in laying down as a hard and fast rule that a court of equity does not have jurisdiction to enforce specifically a contract involving continuous oversight by the court.

—W. E. G.