sale of goods, as *e. g.* for five hundred chests of tea, is not a contract which would be specifically performed, because it does not relate to any chests of tea in particular. But a contract to sell five hundred chests of the particular kind of tea, which is now in my warehouse in Gloucester, is a contract relating to specific property, and would be specifically performed. The buyer may maintain a suit in equity for the delivery of the specific chattel, which is the subject of a contract, and for an injunction to restrain the seller from delivering it to any other. But it was alleged that the contract in the case related to machinery not existing at the time, but to be acquired and placed in the mill at a future time. It is quite true that a deed, which professes to convey property which is not in existence at the time, is, as a conveyance, void in law, simply because there is nothing to convey. So in equity a contract, which engages to transfer property not in existence, cannot operate as an immediate alienation, merely because there is nothing to convey. But if a vendor or mortgagor agrees to sell or mortgage property real or personal, of which he is not possessed at the time, and receives the consideration for the contract, and afterwards becomes possessed of property answering to the description in the contract, there is no doubt that a Court of equity would compel him to perform the contract, and that the contract would, in equity, transfer the beneficial interest to the mortgagee or purchaser immediately on the property being acquired. This of course assumes that the supposed contract is one of that class, of which a Court of equity would decree the specific performance. If it be so, then, immediately upon the acquisition of the property described, the vendor or mortgagor would hold it in trust for the purchaser or mortgagee according to the terms of the contract, for if a contract be in other respects good or fit to be performed, and the consideration has been received, incapacity to perform it at the time of its execution will be no answer, when the means of doing so are afterwards obtained. And with respect to the machinery actually assigned, he added, that, if the mortgagor had attempted to remove any part of it, except for purposes of substitution, the mortgagee would have been entitled to an injunction. Lord Chelmsford remarked, alluding to Mogg v. Baker, 3 M. & W. 195, that it was not stated as a case of an actual transfer of future property, but as an agreement to mortgage or to give a bill of sale at a future day. The only equity, which would belong to a party under such an agreement, would be to have a bill of sale or mortgage of the future property executed to him. It was not a case where it is expressly provided, that the additional or substituted property should be subject to the same trusts as are declared of the existing property. The distinction then is that a contract relating to goods, but not to any specific goods, would not be the subject of a decree for specific performance, and that a contract, which could not be specifically performed, would not avail to transfer any right; but that property, not, in one sense, specific at the time of the execution of the deed, may become specific by being brought into a certain described place, and made part of specific property (as in Holroyd v. Marshall, the machinery,) there, and then a covenant or grant of it will confer an equitable interest in the property, though not in existence when the grant or covenant was made. But the doctrine of Holroyd v. Marshall is very properly limited to cases, where the mere contract, which is to amount to an