

and the payment of debts, and it is certainly a general rule, that with regard to contracts respecting goods, and other things of a merely personal nature, this court will not decree specific performance, except in cases in which a court of law could not give adequate compensation in damages. Unless, therefore, in contracts relating to personal estate, it be clearly shown, that adequate compensation cannot be given by an action at law, chancery will not interfere. 2 *Story, Equity, secs.*, 716, 717, 718.

This court, then, looking to all the circumstances of this case, seeing that in the state of things which now exists, it would be impossible to frame a decree which would do justice as between these parties, being moreover convinced, that the leading motive which induced the grandfather to make the promise—if he did make such promise—can no longer operate, I am not disposed to carry this alleged contract into execution, but will leave the party to his remedy at law, where the jury can afford him the relief in damages, which they may, under all the circumstances, think him entitled to.

If this court should decree the specific performance of this contract, and direct the title to this property to be conveyed to the complainant, so as to give him the dominion over it, I am persuaded, I should be doing that which his grandfather never intended, and for which, as I think, there is no sufficient justification in the proof; for not a single witness has spoken of the nature or quality of the title which the complainant was to receive—and if we are to judge from the will of his grandfather, dated but two months after the marriage, and the character of the interest which the complainant takes under it, there is the strongest reason for thinking, that the absolute transfer to him of the title to this property, would be most repugnant to the intentions of the grandfather, then or previously entertained.

The Chancellor stated it as his opinion, looking to the nature and value of the property in dispute, compared with the devise to the complainant by the testator, that the contract, if established, could not be considered as satisfied by the subsequent devise; and referred to *Roper on Legs*, 46, 48, to show that if