

SPECIFIC PERFORMANCE—*Continued.*

- mines, but the only engagement on the part of P. being limited to explorations, the contract was held deficient in reciprocity of obligation and its specific execution refused. *Ib.*
5. Upon a bill for the specific performance of a contract, the court must entertain no reasonable doubt of the existence of the contract, and be satisfied that it is one, which, looking to what is just and reasonable, ought to be enforced. *Waters vs. Howard*, 112.
 6. The specific performance of contracts in equity, is not a matter of absolute right in the party, but of sound discretion in the court; and unless the court is satisfied that the application is fair, just and reasonable in every respect, it will refuse to interfere, but leave the party to his remedy at law for compensation in damages. *Ib.*
 7. In contracts relating to personal property, unless it can be shown that adequate compensation cannot be given by an action at law, chancery will not interfere. *Ib.*
 8. The defendant's testator entered into a contract with the complainants, by which they were to become his agents for the sale of his crops, advance him money and accept his drafts, for the payment of which he pledged his crops on hand and the growing crops of the year 1847. Upon the faith of this agreement, complainants made large advances to testator, and at the time of his death, which occurred in January, 1848, he was largely indebted to them. Upon a bill, by complainants, claiming a *lien* on the corn and tobacco in hand, and on the crop of wheat sown in the fall of 1847, and to enforce the specific performance of this contract, it was HELD—
That this was a positive agreement on the part of the testator, to send to complainants, to cover their advances to him, his crops of wheat, tobacco and corn which would be marketable in the year 1847, and also the wheat and crop seeded in that year, and that this court would enforce its specific execution. *Sullivan vs. Tuck, ex'r of Bowie*, 59.
 9. Courts of equity do not enforce the specific performance of contracts relating to personal property, with the same facility and universality as those relating to real estate; because in the former case, courts of law usually afford a complete remedy. *Ib.*
 10. But whenever a violation of the contract cannot be correctly estimated in damages, or wherever from the nature of the contract, a specific performance is indispensable to justice, a court of equity will not be deterred from interfering because personal property is the subject of the agreement. *Ib.*
 11. There can be no doubt that if a party has succeeded in proving a contract, and in showing that it has been in part performed, he is entitled to have it specifically executed. *Owings vs. Baldwin & Wheeler*, 120.
 12. The remedy in cases of specific performance must be mutual, and if one of the parties is not bound, or is not able to perform his part of the contract, he cannot call upon the court to compel a performance by the opposite party. *Beard vs. Linticum*, 345.