

to secure the payment of which the deceased pledged his crops then on hand, and the growing crops of the year 1847, and died in January, 1848. Large advances were made by the complainants on the faith of this arrangement, to cover which, the produce received by them at the time of his death was greatly insufficient, leaving due \$2782. The defendant took out letters testamentary, and possessed himself of the corn and tobacco crops of the year 1847, which were still on hand. The complainants contended, that, by virtue of this contract, they were entitled to a *lien* on the crops then in the hands of the defendant, as well as on the wheat crop sown in the fall of the year 1847. The evidence of the contract consisted principally of letters written by the deceased to the complainants, in the latter part of the year 1847, wherein he pledged himself to indemnify the latter for their advances and liabilities made and incurred for him, by forwarding to them his growing crops of that year, which they were to sell, and retain out of the proceeds sufficient to satisfy the debt due to them. The whole claim was resisted on the ground that the complainants were in no better condition as to the crops than other creditors of the deceased, and it was insisted that in no event could it include the wheat crop seeded in the year 1847, as the only crops, the growth of that year which had come into the defendant's hands, were the corn and tobacco. It was also urged, that the lien of the complainants, if they had any, should be subject to the expenses incurred in getting the crops to market. It was stated, however, in the course of the argument by the solicitors, that on the principles of law applicable to the case being settled by the court, there would be no difficulty in adjusting the terms of the decree by agreement.

The Chancellor thought, that the facts of the case showed a positive engagement on the part of the deceased to send to the complainants, for the purpose of covering their advances to him his crops of wheat, tobacco and corn, which would be marketable in the year 1847, as well as the wheat crop seeded in that year. And as to the question whether the complainants had a standing in court to enforce a specific execution of the agreement, he said :]