

It is to be borne in mind, also, that this is not a contest between these complainants, and the creditors of Mr. Bowie, but between them and his personal representative, and looking to the answers, it is reasonable to conclude, that whatever the result of this cause may be, the creditors cannot be prejudiced, the answer expressing the belief, that the assets real and personal will be sufficient to pay the claims of all the creditors—at all events, as it does not appear that the estate of Bowie is insufficient to pay his debts, the rights of his creditors are not supposed to be involved. *Woods et al. vs. Fulton and Starck*, 4 H. & J., 329.

The question then is, will not the court as between these parties, specifically execute this contract?

In the case of *Alexander vs. Ghiselin*, decided by the Court of Appeals in December last, it was said, that “it would be novel doctrine in Maryland, to assert that the Chancery Court cannot specifically execute a contract for a mortgage or other equitable lien, against creditors”—and surely if it would be novel and untenable so to maintain as against creditors, how much more singular and untenable would it be to assert, that the court cannot do the same thing, as against the party himself, who made the contract!

Even where such contracts rest in parol, cases are not wanting in which the courts, with regard to personal property, have decreed their execution. A number of such cases are referred to in the opinion delivered by the Court of Appeals in the case already mentioned.

The case of *McMechen vs. Maggs*, 4 H. & J., 432, shows the great extent to which the courts will go, to enforce these parol agreements for mortgages of personal property, even as against subsequent encumbrancers, and this case is cited with approbation in *Alexander vs. Ghiselin*. But it is said, that here is no contract for a mortgage, or other equitable lien, on this property; it being, as insisted by the defendant's counsel, no more than the usual engagement between principal and factor, for advances by the latter on property to be consigned him for sale by the former.