

It is true, the testator did not say, if you will pay me or to my order, certain sums of money, I will give you a mortgage on my produce; but he did say, if you will do so, I will send you the produce for sale for your security and reimbursement, and the advances were made and the drafts accepted, upon the faith of that promise—and these declarations and promises were made in writing, so as to relieve the case from the operation of the statute of frauds, even if the statute was relied upon, which it is not.

I am aware of no principle which denies to this court the power to enforce specifically this contract.

That contracts respecting personal property are not specifically enforced by courts of equity, with the same facility and universality as contracts in relation to real estate, is true, but this is not on account of their personal nature, but because the courts of law in such cases, are generally competent to afford a complete remedy. 2 *Story, Equity*, sec. 717.

But when the circumstances of the case are such that compensation in damages, will not give the party a complete and satisfactory remedy, then, though the contract relates to personal estate, a court of equity will interpose, and grant relief. *Ibid* sec. 718.

In this case, I am of opinion it would be impossible, or at all events extremely difficult, for a court of law to give these complainants adequate damages, that is, to determine and measure the amount of damages they have sustained, or may sustain, by the omission to send them the produce in question, in fulfilment of the contract. If the personal estate of Mr. Bowie is insolvent, as seems to be conceded, then the plaintiffs could only recover in their action at law their proportion of the assets, and when this should be done, they would have to go into equity to be paid the balance, out of the real estate.

But this is not the only difficulty to the recovery of a perfect pecuniary compensation at law for the breach of this contract, and as appears by the cases, unless this can be done, courts of equity interfere as readily when the contract affects personal as real estate. *Story's Equity*, sec. 717