of his Means in respect to his debts. Was also in Evidence by the Answers
put in since the passing Order that Wm Bond has
incurred an indebtedness beyond the Amount of his whole estate to pay the
same and the Evidence thus Court is called on to establish the specific
Contract in favor of Wm Bond and against the enforcement of a specific
performance of it to the prejudice of Creditors whose claims may be urged
first His appeal in this Contract and not suppose
by such clear definite and satisfactory Evidence as to recommend it to the
favorable Consideration of the Court the principal Evidence in the case are the
declarations of Wm Bond Was not reduced to writing not Deed of convey-
ance given and no part of it executed by Wm Bond Bad exceeding that
Attitude of friends did not interpose an objection and that the Contract
was good and binding on Wm Bond the ground objection to be urged
against the interposition of this Court to enforce the said Contract, is
the time which has elapsed since it was made no proceedings were instituted
by Wm Bond to enforce his rights for nearly 20 years and as the acquies-
cence for such a length of time in the possession of the property of Wm Bond
the Court are justified in attaching that Shelton named the performance
of the Contract to the 3d and most conclusive objection to be urged against
it is that it is now to be established to the prejudice of Creditors who had
become such since the supposed Contract without any Knowledge of the same
When a Court of Equity is called into establish Contracts which cannot
be supported in a Court of Law of the Land in going which is made will
be whether it will be refused an Equitable relief and enforce the Contract
Now to support and sustain this Contract between Wm and Wm Bond
to the prejudice of honest and confiding Creditors would not be fair and
just towards them, and it would be will calculate to create a distrust
in the business and Commercial Community which would seriously
to embarrass Commercial Transactions it did not entirely destroy
confidence and Credit be protected securely against secret Contracts
sales and Conveyances the Legislature of this State have enacted
Legislative Laws, which Courts of Law are to take and respect

and I do not, that Courts of Equity are to liberty to sustain Contracts and
enforce their performance against the letter and spirit of these Laws and
in total disregard of public policy Founded as that public policy is
a rule of practice Courts of Equity can and will interpose to prevent
the perfection of a Fraud by enforcing the performance of a verbal Contract
in respect to Real Estate when there is satisfactory proof of such performance
and the conscience and payment of the Consideration and satisfied that the ends
of Justice and Equity will be promoted and in the case of Alexander
vs Gladden Court of Appeals decided that when a party has advanced
money to another on the assurance and promise to secure the payment
of it by the execution of a Mortgage on certain specified property and
the party neglects or refuses to comply with his duty Court on the facts
and circumstances of the case any ground to invoke a Court of
Equity to enforce the specific performance of the Contract to the prejudice
of Creditors The great length of time which elapsed before the present
to claim together with the fact that Wm Bond was permitted
to possess the Negroes and his Creditors with the belief that he was
exclusively entitled to the same called Connocks must have an influence
with a Court in adjudicating his rights as against the Creditors of
Wm Bond must have occasioned his and pleasure and reliance
his Real Estate as the Lands of the said Patrick and had
been subjection against the exercise of any arbitrary power on
the part of her husband having also a Contingency if she has
trusted to the promise of her husband for an Equivalent in the
shape of the slaves property secured on the Real Estate called
Connocks it is now too late in the opinion of the Court to establish
the Lien against her husbands Creditors The case of Mortgage which
has invaded her money and taken a Mortgage on Real Estate of the
Negroes to secure it cannot by invoking the aid of a Court of Equity
recede to the prejudice of subsequent Creditors for that Mrs Bond
cannot in the opinion of the Court be in a better position than a
Mortgage neglecting to record her Mortgage, These views are