

been determined to be good enough, *Morgan v. Holford*, 1 Sm. & G. 101;⁷⁸ from which case also it seems that a purchaser, who has made but not signed a contract, whose terms are proved, and which is signed by the vendor, has a devisable interest in the subject-matter. A letter, however, which merely contains a proposal is insufficient as a memorandum, at least if it be not accepted in its entirety, *Forster v. Rowland*, 7 Hurl. & N. 103; but a parol acceptance of a written proposal is sufficient, *Smith v. Neale*, 2 C. B. N. S. 67; *Reusch v. Picksley*, 1 L. R. Exch. 342, confirming *Warner v. Willington*, 3 Drew. 523;⁷⁹ see *Watts v. Ainsworth*, 1 Hurl. & C. 83. Though one paper referring to another, in which the terms of agreement are stated, will form a sufficiently executed contract, see *Fitzmaurice v. Bayley supra*, and a paper signed by a duly constituted agent, containing an agreement to do a certain thing, without explanation of the necessary details, but referring to another paper which does contain them, may be connected by parol evidence with the latter, so as to constitute a sufficient agreement within the Statute, *Ridgway v. Wharton*, 6 H. L. Cas. 238, yet a paper signed by a party, proposing to convey all of certain property, cannot be connected by parol with another paper not signed, for the purpose of designating the property to be conveyed,⁸⁰ an agreement within the Statute cannot be partly in writing and partly in parol, *Moale v. Buchanan*, 11 G. & J. 314,⁸¹ see *Cook v. Clinan*, 1 Sch. & Lef. 33. But if a contract in writing exists which binds one party, any subsequent note in writing signed by the other party, which either contains the terms of the contract, or refers to another writing which does contain them, will be a sufficient memorandum, *Dobell v. Hutchinson*, 3 A. & E. 355. In *Barkworth v. Young*, 4 Drew. 1, the complainant stated in his bill a verbal promise by a testator to him, as the intended husband of one of the testator's daughters, previous to the marriage, that she should share in the testator's property equally with his other children, and a subsequent affidavit in lunacy of the testator referring to the words used by him when he gave the promise, and held on demurrer, that the promise was sufficiently stated and in compliance with the provisions of this sec-

⁷⁸ The general rule that collateral papers adduced to supply the defect of a signature of a written agreement under the Statute should on their face demonstrate their reference to such agreement without the aid of parol proof is not absolute. Where there is no ground for doubt, as where there is no other agreement between the parties, the rule will not be applied. *Beckwith v. Talbot*, 95 U. S. 292.

⁷⁹ *Filby v. Hounsell*, (1896) 2 Ch. 740.

⁸⁰ As to parol evidence connecting documents so as to make a sufficient memorandum, see generally *Peirce v. Corf*, L. R. 9 Q. B. 210; *Long v. Millar*, 4 C. P. D. 450; *Cave v. Hastings*, 7 Q. B. D. 125; *Studds v. Watson*, 28 Ch. D. 305; *Wylson v. Dunn*, 34 Ch. D. 569; *Oliver v. Hunting*, 44 Ch. D. 205; *Potter v. Peters*, (1895) W. N. 37; *Pearce v Gardner*, (1897) 1 Q. B. 688.

⁸¹ *Frank v. Miller*, 38 Md. 450; *Lazear v. Union Bank*, 52 Md. 120; *Sentman v. Gamble*, 69 Md. 311; *Slingluff v. Builders Co.*, 89 Md. 557; *Dixon v. Dixon*, 92 Md. 442.