

CONTRACT.—*Contract.*

4. If a person writes a letter promising to give a fortune with his daughter or niece to a man if he should marry her; and, under the encouragement of the letter, the man does marry her, he shall recover; the agreement having been executed as far as it could be on his part; but the Court must be satisfied, that the letter imports a concluded agreement, or affords sufficient materials for a more formal agreement. *Ib.*
5. Such a letter addressed to the father, or to a friend of the man, on his behalf, will be as obligatory as if addressed to the man himself. *Ib.*
6. In this case it was held that there was no agreement to make a settlement; the letter in question not having been an inducement to the marriage, nor creating an obligation on the part of the writer to give a portion to his niece. *Ib.*
7. A defendant may be compelled to answer fully to all the material allegations of the bill, whether he insists upon the benefit of the Statute of Frauds or not. But, if the statute is relied on, there can be no decree for the plaintiff, although the parol agreement should be admitted by the answer; and consequently, to obtain relief in such case, the plaintiff must either prove an agreement completed in writing, or such a part performance of the parol agreement admitted by the answer, as will take the case out of the statute. But if the defendant does not say anything about the statute, then he must be taken to have renounced the benefit of it. *Ib.*
8. Where in a contract between A and B alone, A stipulated to pay a sum of money to B, upon condition, that he made an assignment of certain property to A, and delivered the assignment to C, before a certain day; it was *held*, that A was to be considered as the contracting party, who alone could dispense with the condition. *Chase v. Manhardt*, 311.
9. To constitute a valid contract, in law or equity, it must be made on a sufficient consideration, *i. e.* the moving cause of the contract must be some benefit to the person called upon to comply with it, or a benefit to a stranger, or some loss sustained by the party claiming the performance, and incurred at the instance of the party of whom the claim is made. *Colegate D. Owings' Case*, 345.
10. Where a person communicates his intention to make or alter his will, so as to give a legacy, or a portion of his property to an individual, and his heir, or any one else, interposes and prevents it by a promise to pay the legacy, to transfer the property, or to give an equivalent, such promise is binding, and may be enforced after the death of the testator or intestate, by the party in whose favor the promise was made. *Ib.*
11. The defendant in this case, having lost or failed to obtain an estate of inheritance by reason of the plaintiff's having undertaken to give her such an estate in her property after her death, it is clear that the defendant should have the full benefit of that promise assured to her. *Ib.*

See EVIDENCE, 2.

LIMITATIONS, 2.

NON COMPOS MENTIS, 8, 9.