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definitely understood that Guy B. Stull would settle for the property upon the delivery of a good and sufficient deed. He said that prior to April 1, 1941, Benton Stull and Guy B. Stull operated the farm on a "fifty-fifty basis," dividing the crops or the income from the sale thereof evenly; but on April 1, 1941, Guy B. Stull took complete charge of the farm, bought everything necessary for the operation of the farm, and received all the money from the sale of crops. He paid no rent and made no accounting to his father or his estate. Thus, neither Benton Stull nor his estate has received any money whatever on account of the wheat or other crops during a period of one year and a half. It was also testified that Guy B. Stull has made all improvements upon the property during the past year and a half. It appears to the Court that the possession of the land was notorious and exclusive, and that the possession was in pursuance of the contract. Frostburg Coal Co. vs. Thistle, 20 Md. 186, 190. The acts done by Guy B. Stull, and relied upon as part performance, were such acts as appear to the Court would not have been done unless on account of the contract. It is, therefore, the opinion of the Court that the evidence of the contract and its part performance was sufficiently clear and certain to take it out of the operation of the Statute.

The facts in the cases relied upon by the Complainant are quite different from the facts in the present case. In Billingslea vs. Ward, 33 Md. 48, the executor of the estate of a landowner denied that a contract of sale had been made, and the force of the plaintiff's testimony was also weakened by the evidence of a number of witnesses, who said that after the death of