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the landowner the plaintiff represented the alleged contract as being one which was not final or conclusive, but which left him the option of retaining the property or surrendering it. In Semmes vs. Worthington, 38 Md. 298, the only act of part performance was that of possession, and the partial and subordinate possession held by the plaintiff was an equivocal act susceptible of a variety of interpretations and affording no evidence or presumption whatever of the particular contract alleged. In Hope vs. Clark, 92 Md. 372, the plaintiff alleged that his grandfather had promised to give him a house and had given him possession thereof, and his grandfather's illness prevented execution of the deed; but there was other evidence to show that, when the grandfather was requested to make a deed for the property, he positively refused to do so, and consequently it was held by the Court that the evidence of the alleged gift was not sufficiently clear and conclusive to justify the relief sought.

In this case it is clear that Benton Stull and his wife agreed to sell the farm to Guy B. Stull and wife for the sum of \$8,000. Even the Complainant admitted that her husband wanted to sell the farm because he was not able to take care of it himself, and that her stepson, Guy B. Stull, was to have the place. She admitted that she accompanied her husband to Frederick on or about April 1, 1941, for the purpose of signing a deed for the property, and that she then learned that there were two judgments against Grayson Stull, which postponed settlement. While she claimed that she was not thoroughly familiar with the transaction, yet she recalled that her husband declared only about a week before his death that he had sold the property to Guy B. Stull and had asked \$8,000 for the property.