

¹ It is quite clear that a parol contract of no validity under the Statute of Frauds cannot be made valid, so as to enable a plaintiff to maintain an action at law upon it, by proof that the opposite party perpetrated, or designed to perpetrate a fraud when he entered into it; if the party on whom such a fraud is perpetrated can have relief anywhere it must be in equity, *Addison v. Hack*, 2 Gill, 221; *Hardesty v. Jones*, 10 G. & J. 404. In *Lamborn v. Watson*, 6 H. & J. 252, and *Lamborn v. Moore*, *ibid.* 422, executions had been issued by a judgment creditor and levied on Lamborn's lands. At the sale under the executions, Lamborn, seeing that the lands would not bring their real value, entered into an agreement with Watson, the defendant in the first action, that he should bid them off for his, Lamborn's, benefit, to give the latter time to raise money for paying off the executions. Watson accordingly did bid them off for less than their value, but afterwards conceiving the idea of turning the originally pretended purchase to his advantage, entered into a fraudulent engagement with Moore, the Sheriff, who was the defendant in the second action, to retain the lands for their joint benefit, and refused to relinquish them to Lamborn, who in the meantime had arranged with the judgment creditor for the payment of the judgments. The actions brought by Lamborn against Watson and the Sheriff were, in form, actions on the case founded on the deceit, but were in effect to recover damages for a fraud in the non-performance of what might be treated, under the circumstances, as a fair contract between the parties. The defendants relied on the Statute of Frauds; and the Court, though they said more disgraceful conduct than that of Watson and the Sheriff had seldom found its way into a Court of justice, held that the plaintiff not having been tricked into a contract by which he lost his property, but the action being brought on a parol agreement respecting the sale of lands, not sought for or moving from the defendants but procured by the plaintiff for his own purposes, the case was, at law, within the Statute. And they observed that Courts of law relieve against fraud negatively, by not allowing plaintiffs to recover in actions brought on contracts fraudulently obtained, and thus virtually annulling them against the guilty parties, but that they cannot entertain actions upon verbal contracts within the Statute upon the ground of fraud, as the plaintiff would then, in the shape of an action on the contract, recover damages, not for the breach of the contract as such, but for a fraud subsequently conceived and which was not the basis of the action. See a like case of *Duvall v. Peach*, 1 Gill, 272. So in equity, in *Wilson v. Watts*, 9 Md. 356, the complainant, who was a mortgagor of real estate ordered by a Court of Chancery to be sold to pay the mortgage debt, filed a petition in the cause, stating that he had sold the same to the defendant and setting forth the terms of sale, and praying that the trustee might be ordered to report the sale, which was done, and the complainant and defendant united

¹ See the Uniform Sales Act adopted in Maryland by the Act of 1910, ch. 346, (Code 1911, Art. 83, secs. 22-99). The principal changes made by this act in the 17th section of the Statute of Frauds and in the adjudicated law on that section are referred to in the following notes at appropriate places. See also *Williston on Sales*, ch. 3.