lands be alleged in the bill and admitted in the answer, or if it appears clearly that such an agreement has been made and performed on one part, or something done in pursuance of it, a conveyance will be decreed immediately or on proper terms, *per* Hanson C. in Simmons v. Hill, 4 H. & McH. 352; which was a case of an alleged agreement in relation to lands between parent and child, supposed to have been executed by delivery of possession to the latter, but, not being sufficiently made out, was not enforced, see Wingate v. Dail, 2 H. & J. 76; whether the contract be between parent and child, or a family settlement, as just mentioned, and as in Haines v. Haines, 6 Md. 435; Shepherd v. Bevins, 9 Gill, 32; between donor and donee, see Hall v. Hall, 1 Gill, 383; between lessor and lessee,[5] as in Hannan v. Towers, 3 H. & J. 147, and executed by delivery of possession, and improvements and expenditures made on the faith of the contract, but in the case of an agreement for a lease the *mere* continuance of possession by the tenant is not part performance, for such holding is referable to the old tenancy, Spear v. Orendorf, 26 Md. 37, though the averment of the payment of an increased rent by the tenant, in performance of such an agreement, is equivalent to an averment of its acceptance as such by the landlord, Rosenthal v. Freeburger, *ibid.* 75; or between father and daughter in contemplation of the marriage of the latter, and executed by performance of the consideration and the change of possession, Dugan v. Gittings, 3 Gill, 138; see Crane v. Gough, 4 Md. 334; Stoddert v. Bowie, 5 Md. 18; Bowie v. Bowie, 1 Md. 87; Worley v. Wallings, 1 H. & J. 208;[6]
516 between co-parceners *for partition, executed by possession of the

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executed mortgages, see further note 16 to 13 Eliz., c. 5, and note 19 to 27 Eliz., c. 4.

In Goldman v. Brinton, 90 Md. 259, it was held that the holder of a mechanics' lien on unfinished houses who induces another to lend money to complete them by promising to waive the priority of his lien is estopped to set it up against the lender.

In Equitable Gas Light Co. v. Baltimore Co., 63 Md. 285, it was held that where either a written contract was fraudulently withheld by the defendant, or he fraudulently refused to execute such contract, he might be decreed to produce it if already executed, or to execute it, if it was not. Cf. Green v. Pa. Steel Co., 75 Md. 109.

[5] **Part performance between landlord and tenant.**—Possession taken before but continued after a parol contract for a lease, if unequivocally referable to the contract, may constitute part performance sufficient to take the case out of the Statute. Hodson v. Heuland, (1896) 2 Ch. 428. Where a landlord verbally agrees with his yearly tenant to grant him a lease for twenty-one years at an increased rent, which tenant pays for some time, that is sufficient part performance. Miller v. Sharp, (1899) 1 Ch. 622. For other examples of part performance between landlord and tenant, see Dickinson v. Barrow, (1904) 2 Ch. 339; Smallwood v. Sheppards, (1895) 2 Q. B. 627; McManus v. Cooke, 35 Ch. D. 681; *Ex parte* Whitehead, 14 Q. B. D. 419; Humphreys v. Green, 10 Q. B. D. 148; Nunn v. Fabian, L. R. 1 Ch. 35.

[6] Ungley v. Ungley, 5 Ch. D. 887.