Albert v. Winn & Ross, 5 Md. 66; S. C. 2 Md. Ch. Dec. 169, that a *post-nuptial* settlement, reciting an ante-nuptial parol contract, is invalid against creditors, but see Stockett v. Holliday, 9 Md. 480. It has been observed above, that equity will relieve in cases of fraud even against the words of the Statute, and this applies to agreements in consideration of marriage, as if one agreement in writing should be proposed and drawn, and another fraudulently and secretly brought in and executed in lieu of the former, equity would relieve, Montacute v. Maxwell, 1 P. Wms. 618; see S. C. 1 Str. 236, where the husband took the sacrament on his promise, and it was thought material. In Gough v. Crane, 4 Md. 316, the wife was the owner before marriage of certain bonds and notes; the husband survived her but did not reduce them into possession during his life, and his executors claimed them under an alleged ante-nuptial agreement that he was to have them, allowing the wife the interest during her life as pin-money. The Court, saying that though marriage was not enough to take the case out of the Statute (for marriage being required to bring the case within the Statute, it cannot at the same time take it out of the Statute), yet it was a sufficient consideration for such a contract, and that the declarations of the wife prior to the marriage indicated its terms with sufficient clearness, and her declarations immediately after its solemnization were equivalent to an acknowledgment of its execution on her part (though it is difficult to see how a *feme covert*, who cannot contract, may thus admit herself out of her property), held that the possession of the bonds, &c. by the husband must be treated as having been obtained under the contract and not by virtue of his marital rights, see, however, Lassence v. Tierney, 1 Mac. & G. 551. In Bowie v. Bowie *supra*, an action of replevin for negroes, the parents of a young couple about to marry agreed that the one should purchase a farm and the other should stock it to a certain amount. The former bought the farm and put the husband and wife in possession. The latter, in part execution of the contract, put on the place the negroes in dispute, and the defendant was considered well entitled to hold as against the executor of that parent the negroes that had been so delivered. The Court here, indeed, seems to have thought that the failure of one party to a marriage contract to comply on his part did not excuse the other from compliance on his part, after the marriage had been consummated. In both these cases, the defendants were defending their possession under the contracts at least in part executed. But, as mentioned above, it by no means follows that a court of equity will specifically perform a contract which might avail by way of defence. And therefore in Stoddert v. Bowie, 5 Md. 418, which was a bill for a specific performance of the unexecuted portion of the same agreement as in Bowie v. Bowie, and depended upon parol testimony and part performance, the Court relied upon this distinction and refused relief on the ground that the terms of the alleged agreement were not disclosed with sufficient clearness and certainty. "The provision in this section," say the Court, "requiring agreements in consideration of marriage, or some memorandum or note thereof to be in writing, was designed to furnish satisfactory and certain evidence of such contracts, and