of the right of a Corporation to employ one of its members as agent, and if it could constitute him its agent, there was nothing in his relation to it which would disable him from being, within the meaning of the Statute, an agent for the purchaser also. It seems to have been assumed in this case that the pew was real estate, and therefore within the fourth section of the Statute. In Hatcheson v. Tilden, 4 H. & McH. 279, a pew was held not to be real property within the meaning of that article of the Constitution, which prescribed a certain amount of real and personal property as a qualification for office. However, in the note to Wright v. Dannah, it is observed that the case will probably be considered as governing the construction of the 4th section, and the Court of Appeals, as just mentioned, have said that there is no distinction between the sale of land and the sale of chattels as to the memorandum. The entry, if made by the auctioneer's clerk, will also be binding, where the clerk acts openly and his action is acquiesced in by the whole company; for he is then constituted deputy by the whole room; but an entry by one acting as agent for the plaintiff, without proof that he is the auctioneer's clerk, or that he acted with the assent of the purchaser, is not enough, Ijams v. Hoffman, 1 Md. 423.[59] So a broker disposing of stock is the agent both of the purchaser and the owner, Colvin v. Williams, 3 H. & J. 38;[60] and the acceptance of a bill of parcels by a purchaser from a factor constitutes the latter the agent of the purchaser for signing his name, nor does it alter the case that the name of the principal does not appear, Batturs v. Sellers, 5 H. & J. 117; S. C. 6 H. & J. 249. And in Williams v. Woods, 16 Md. 220, it was held that a broker's clerk might reduce the contract to writing, if he merely acted ministerially and under the direction and supervision of the broker, his employer. It has already been observed that agreements by tenants to assign or surrender their interests are void without writing, see Cocking v. Ward; Kelly v. Webster *supra;* Brittemore v. Hayes, 5 M. & W. 456.

532 And an agreement to sell a milk-walk and to let the defendant *into possession of premises, of which the plaintiff was tenant, has been held to be within the Statute, Smart v. Harding, 15 C. B. 652. So an entire agreement, relating partly to land and partly to goods, as a verbal contract by the plaintiff to let a house and sell the furniture, &c., to the defendant and to make sundry improvements is void as to all, Vaughan v. Hancock, 3 C. B. 766;[61] and a contract, whereby A., in consideration of B. hiring a house from him, agrees to send in necessary furniture, is not divisible, and relating to an interest in land must be in writing, Michelen v. Wallace, 7 A. & E. 49. But, in general, these are entire contracts, made at one time and for one price, and the rule does not hold where there are distinct agreements and separate prices are fixed, as in Mayfield v. Wadsley, 3 B. & C. 357. And a collateral agreement forming no part of a demise is not required to be in writing;[62] as where the

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[59] Bell v. Balls, (1897) 1 Ch. 663.

[60] Thompson v. Gardiner, 1 C. P. D. 777.

[61] Cf. Hamilton v. Thirston, 93 Md. 218.

[62] Cf. note 52 *supra.*