the vendor signed and handed to the purchaser a written statement of the particulars of an estate and the price, and on the following day addressed him a letter concerning the re-letting of a part of the property. But it was held that the statement of particulars was not a sufficient memorandum, the purchaser's name not being mentioned in it, and the defect was not supplied by the correspondence, see Warner v. Willington, 3 Drew. 523. So in Owings v. Baldwin, 8 Gill, 337, a paper signed by A., stating that he had agreed to take $5,000 for his right and interest in certain property then bound by a judgment held by B., and under execution for the same, and all his equitable right, &c., in the land adjoining, &c., was held to furnish no evidence *that B. or any other person had agreed to **538** become a purchaser. The character of the paper as a contract between A. and B. was attempted to be shown by two subscribing witnesses, but the Court, under the circumstances, thought the proof too precarious to found on it a specific performance of a contract by a third person to purchase from B. So in Williams v. Lake, 29 L. J. Q. B. 1, a written guaranty given by the defendant, but not addressed, was intended for A., who had contracted to build for B. as mentioned in the writing. That contract having fallen through, B. engaged with the plaintiff to do the building, and handed him the defendant's guaranty though he had no authority from the latter to do so, and in an action upon it, it was held that, inasmuch as the plaintiff's name did not in any way appear upon it, there was no sufficient agreement, see *infra* sec. 17. The contract is bad, too, if there be an insufficient description of the subject-matter,[75] as in Taney v. Bachtell, 9 Gill, 205, where an agreement under seal for the conveyance of land described it "as a farm, on which is a grist mill, saw mill, &c., containing two hundred and thirty-two acres," without stating what farm it was, and this description was held too uncertain, and it was further held that the uncertainty could not be removed by parol testimony, for every part of a contract relating to land must be in writing. The contract must also contain the terms with sufficient certainty. If the price to be paid is omitted, the agreement is defective. In Griffith v. Fred'k Co. Bank, 6 G. & J. 424, an agreement not mentioning the price contained a stipulation, that in case the parties could not agree upon it, it was to be left to two disinterested persons to fix between them. The price was to be paid in the year following. The Court seems to have thought that this agreement was within the Statute though they would not so determine, but held that, as the price had never been fixed, the complainant did not present a case which would enable a Court of equity to decree a performance *in specie*. So in Howard v. Carpenter, 11 Md. 278, a contract to lease, without a stipulation fixing the rent reserved, was held defective. In Myers v. Forbes, 24 Md. 598, the Court said that the term or duration of a lease was an essential part of it, and a contract for lease not containing it would not be enforced, and the same point was ruled in Fitzmaurice v. Bayley, 9 H. L. Cas. 78, and see Dailey v. Grimes, 27 Md. 440. In short, an agreement for a lease must state the property, the price paid, and the interest

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[75] See Scarlett v. Stein, 40 Md. 512; Engler v. Garrett, 100 Md. 397; Shardlow v. Cotterell, 20 Ch. D. 90; 18 Ch. D. 280.