but the contract must be in writing, 1 Sugd. V. & P. 186. A subsequent ratification of a binding, though unauthorized, contract by the principal will make the agent lawfully authorized within the Statute, Maclean v. Dunn, 4 Bing. 722; Soames v. Spencer, 1 Dow. & Ry. 32, where the ratification was by parol.

Parol evidence to vary contract.—A brief reference ought here to be made to the question of the admissibility of parol evidence to vary or annul contracts under the Statute.[84] The general principle, both at law and in equity, is laid down in Wesley v. Thomas, 6 H. & J. 24, (which is the case generally referred to in Maryland on the subject, see also Watkins v. Stockett, 6 H. & J. 435), "that by the rule of the common law, independent of the Statute of Frauds, parol evidence is inadmissible to contradict, add to, or vary the terms of a written instrument," but sundry instances are there referred to, in which courts of equity have interfered to reform contracts, where a fraudulent suppression or omission has occurred in them, or something has been inserted contrary to the original agreement, and the same jurisdiction is exercised in cases where one party has been led into a contract by an innocent misrepresentation of the other side, Kent v. Carcaud, 17 Md. 291, as well as in cases of mistake, see Cook v. Husbands, 11 Md. 492;[85] the ground on which such evidence is admitted being stated in the books to be, not to contradict the written agreement, but to establish something collateral to it, which shows that it *ought not to be enforced.* So evidence has been received of collateral and independent facts that go to support a deed, see Dorsey v. Eagle, 7 G. & J. 321; if a deed be made for divers good causes and consideration, without mentioning any specific consideration, the real consideration may be averred and proved, Cheney's lessee v. Watkins, 1 H. & J. 527; a consideration also may be averred and resorted to without being expressed in the deed, Hannan v. Towers, 3 H. & J. 147, *and it has been established in a **541** number of cases, that while parol proof of a different consideration from that stated in a deed is inadmissible, see Betts v. Union Bank, 1 H. & G. 175, evidence of the same kind of consideration, varying only in amount, &c., may be received, Cunningham v. Dwyer, 23 Md. 219.[86] So receipts from the grantor to the grantee for the purchase money of land, contained in or indorsed on the deed, have in numerous instances, of which the principal one is Wolfe v. Hauver, 1 Gill, 84, been held not conclusive. Indeed as to receipts acknowledging the payment of money, the Court said in Cramer v. Shriner, 18 Md. 140, that they constituted an exception to the rule giving conclusive effect to written evidence, and may be explained or contradicted, unless, indeed, the writing under the form of a receipt be in fact the contract, as in Franklin v. Long, 7 G. & J. 407.[87] Another class of cases, in which parol evidence is admissible, is where no effort is made to impeach the title of the grantee in a conveyance, or

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[84] See the Maryland cases collected in Reynolds on Evidence, (3rd Ed.), 217 *et seq.*

[85] Johnson v. Bragge, (1901) 1 Ch. 28.

[86] See note 27 to 13 Eliz., c. 5.

[87] See Virdin v. Stockbridge, 74 Md. 481.