alter his rights, but the inquiry is as to the title of parties to other property, for which the deed is incidentally used as evidence, and there the true character of the instrument may be shown, as in Stewart v. the State, 2 H. & G. 114, where it was held that the representative of a grantor of personalty, on a professed monied consideration, might go into evidence to show that the conveyance was gratuitous and intended as an advancement, for otherwise the Act of Assembly relating to advancements would in many instances become a dead letter, and from Parks v. Parks, 19 Md. 323, it appears that the same rule applies to conveyances of real estate, and the evidence may come from either side, and see also to the same effect, Cecil v. Cecil, 20 Md. 156; Clark v. Wilson, 27 Md. 693. So, though it is not competent for a party, taking an absolute bill of sale of a vessel, to insist in a controversy with strangers that he is only mortgagee, Henderson v. Mayhew, 2 Gill, 393; see Alderson v. Ames, 6 Md. 52; Campbell v. Lowe, 9 Md. 500, nor can the release of a mortgage be so explained by parol as to connect the mortgage so released with a subsequent mortgage, to the prejudice of an intervening lien, Neidig v. Whiteford, 29 Md. 178; Woollen v. Hillen, 9 Gill, 185, the converse does not hold, and strangers to it may always impeach a conveyance, the general rule, that contemporaneous parol evidence is inadmissible to vary or contradict the terms of a written instrument, being confined to the parties to it, Grove v. Rentch, 26 Md. 377.[88] So where a deed conveys all the personal property of the grantor without describing it, parol evidence is admissible to show what passes under it, Coale v. Harrington, 7 H. & J. 147; Hannon v. the State, 9 Gill, 442. Another large class includes cases of latent ambiguities, as to which see Marshall v. Haney, 4 Md. 498; and another class again includes cases, where the effort is to prove some collateral independent fact as to which the written agreement is silent, see McCreary v. McCreary, 5 G. & J. 14; Creamer v. Stephenson, 15 Md. 211, even, as it seems, if the agreement relate to land, Hall v. Maccubbin, 6 G. & J. 107, see Warner v. Miltenberger, 21 Md. 474.[89] And though, in general, a written contract merges a prior parol treaty, Kent v. Carcaud *supra;* Timms v. Shannon, 19 Md. 296, if there be a verbal contract relating to land, which is subsequently reduced to writing without alteration, rights theretofore acquired under it may be shown by parol evidence, Mills v. Matthews, 7 Md. 315. And if the contract be not intended to be reduced to writing, it may be proved partly by parol and partly by writing, as in Price v. Read, 2 H. & G. 291, where a receipt for the purchase money of a slave was held not to exclude parol proof that one of the terms of sale was that the slave was not to be removed out of the State; and the like rule prevails where the writing is in part execution of a parol agreement; it is then not designed as the evidence of the contract between the parties, but as a means

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[88] Cf. Fant v. Sprigg, 50 Md. 557.

[89] Or otherwise comes within the Statute. Paul v. Owings, 32 Md. 402; Basshor v. Forbes, 36 Md. 154; Fusting v. Sullivan, 41 Md. 162; Walker v. Schindel, 58 Md. 367; Roberts v. Bonaparte, 73 Md. 198. But see Williams v. Kent, 67 Md. 350.