

agreement be substituted in the place of those originally leased, for the substitution is treated as a new parol demise upon, and not an alteration of the terms of the written instrument, *Giles v. Spencer*, 3 C. B. N. S. 244. The principle of *Goss v. Lord Nugent* is also applied to contracts for the sale of goods within the 17th section, as in *Marshall v. Lynn*, 6 M. & W. 109, where, there having been a contract in writing to send goods by a vessel on her then next voyage, an alteration as to the time of their delivery was subsequently made by parol, and it was held that the parol alteration of the written contract was not binding, and Baron Parke observed, that it seemed to him unnecessary to inquire what are the essential parts of the contract and what not, and that every part of the contract in regard to which the parties are stipulating, must be taken to be material. So if goods above the value of 10*l.* have been sold under a written contract, the place, time, or mode of delivery cannot be altered by a subsequent agreement, *Moore v. Campbell*, 10 Exch. 323; *Noble v. Ward*, 2 L. R. Exch. 135.<sup>93</sup> In *Stead v. Dawber*, 10 A. & E. 57, it was held that in a written contract, within the 17th section, to deliver on a certain day goods of a fluctuating value, to be paid for by a bill of three months from delivery, the time of delivery was of the essence of the contract, and any agreement to substitute another day must be in writing, and the time for delivery having been there verbally enlarged, the Court said that a new contract on a similar consideration had been entered into, not that the performance on a particular day had merely been dispensed with. Other executory contracts within the Statute are governed by the same principle, as in *Giraud v. Richmond*, 2 C. B. 835, before referred to, it was laid down, that a written agreement to pay a clerk a salary yearly, for a number of years, could not be altered by a subsequent verbal agreement to pay it quarterly.

The strictness of the modern English decisions has not always been followed in Maryland.<sup>94</sup> In *Reed v. Chambers*, 6 G. & J. 490, a sale was made in writing, in the ordinary way, of land encumbered by mortgage and judgment, on which an \*execution had issued. The purchaser **544** undertook to pay off the mortgage and judgment, the latter by a certain day, and the balance was to be paid within a year to the vendor. It was afterwards verbally agreed that, to secure the title to the purchaser, the land should be sold under the execution, and it was advertised for the day on which the judgment was to be paid off. The purchaser having assigned

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<sup>93</sup> *Walter v. Bloede Co.*, 94 Md. 80; *Plevins v. Downing*, 1 C. P. D. 220; *Leather Co. v. Hieronimus*, L. R. 10 Q. B. 140.

<sup>94</sup> The cases of *Reed v. Chambers* and *Watkins v. Hodges* cited in the text were discussed in *Walter v. Bloede Co.*, 94 Md. 80, and overruled so far as they may be taken to depart from the strictness of the English rule. This case holds that when a written contract for the sale of goods mentions a time for delivery, parol evidence of a subsequent agreement changing that time is inadmissible. In *Gunby v. Sluter*, 44 Md. 249, the court declined to decide whether parol evidence to show a rescission of a contract to purchase land was admissible.