

ment, executed at one time, was not to be delivered or go into effect as to one of the parties, until a schedule of their indebtedness was produced to him by other two of the parties, and if that exceeded a certain amount he was not to be bound, *Beall v. Poole*, 27 Md. 645, and *Goodman v. Grif-fitts*, 1 Hurl. & N. 574, is an authority that a memorandum, signed by the defendant only, is not sufficient, which does not mention the price, if an agreement were come to on that point, and though an order on the back of a prospectus containing the terms is enough, it is otherwise if the writing do not express the terms by reason of some parol stipulation inconsistent with it, *vide infra*, sec. 17. And so is *Williams v. Woods*, 16 Md. 220, that if one of the terms be, that the paper for the purchase of an article shall be satisfactory to the seller, the bargain is not sufficiently evidenced by a memorandum which omits to state that term. In such cases, therefore, parol evidence is admissible to show that the writing does not contain all the terms agreed on; or to show the omitted terms if the case is taken out of the Statute by acceptance or part-payment.

Same subject—Wills.—With respect to wills, the law throws a closer protection around them than around any other instruments.⁹⁹ Mistakes of the draftsman of the will cannot be shown, *Negro Cæsar v. Chew*, 7 G. & J. 127; *Alder v. Beall*, 11 G. & J. 123; *Taggart v. Bouldin*, 10 Md. 104; *Walston's lessee v. White*, 5 Md. 297; nor the intentions of the testator, *Foulke v. Kemp*, 5 H. & J. 135. But the date of a will is no part of **546** *it and may be established or corrected by parol proof, *Deakins v. Hollis*, 7 G. & J. 311; and if the *animus testandi* is uncertain on the face of an assignment of personalty, evidence may be produced to show the intention of the party that it should be his will, *Wareham v. Sellers*, 9 G. & J. 98; see *Tilghman v. Stewart*, 4 H. & J. 156; *Hannon v. the State*, 2 Gill, 42; *S. C. 9 Gill*, 440; *Plater v. Groome*, 3 Md. 134. And it has been held that the contents of a will improperly destroyed, if satisfactorily proved, will be established as the will, but the contents must be proved in the most conclusive way, and the whole contents must be proved, *Rhodes v. Vinson*, 9 Gill, 169; *Wilmot's lessee v. Talbot*, 3 H. & McH. 2.

VII. Declarations of trusts.—Leasehold interests are within the Statute, *Skett v. Whitmore*, *Freem. Ch.* 280; *Gardner v. Rowe*, 5 Russ. 258;¹⁰⁰ but the words being, declarations of trusts, &c., of lands, &c., it is held that they do not apply to trusts of personalty,¹⁰¹ as to which a declaration by

⁹⁹ *Shreve v. Shreve*, 43 Md. 382; *Hawman v. Thomas*, 44 Md. 30; *Sewell v. Slingluff*, 57 Md. 537; *Brome v. Pembroke*, 66 Md. 196; *Chase v. Stockett*, 72 Md. 235; *Zimmerman v. Hafer*, 81 Md. 347; *Frick v. Frick*, 82 Md. 218; *Wilson v. Bull*, 97 Md. 138; *Shipley v. Mercantile Trust Co.*, 102 Md. 649; *Lowe v. Whitridge*, 105 Md. 183; *Schapiro v. Howard*, 113 Md. 360; *Suman v. Harvey*, 114 Md. 241.

¹⁰⁰ *In re Marlborough*, (1894) 2 Ch. 133. See *Ruhe v. Ruhe*, 113 Md. 595.

¹⁰¹ *Smith v. Darby*, 39 Md. 268; *Taylor v. Henry*, 48 Md. 550; *Reiff v. Horst*, 52 Md. 255; *Millholland v. Whalen*, 89 Md. 212; *Snader v. Slingluff*, 95 Md. 356; *Littig v. Church*, 101 Md. 494; *Clark v. Callahan*, 105 Md. 600; *Coyne v. Supreme Conclave*, 106 Md. 54.