

for the four hundred and twenty acres of land he purchased of the late James M. Ligan, never has been paid by any one; and that the vendor's lien for its security never has been abandoned, or in any way extinguished, the plaintiffs must be relieved, under their general prayer, in the most advantageous and effectual manner authorized by the nature of their case.

Whereupon it is decreed, that the bill of complaint as against the absent defendants, who have not answered, be taken *pro confesso*. Decreed, that the statement of the auditor be confirmed; and that the defendants, on or before the 8th of June next, pay or bring into this Court, to be paid unto the said Janet Ligan, as administratrix of James M. Ligan, the sum of \$11,924.14, with legal interest on \$5,573.33, part thereof, from the fifth day of the present month until paid or brought in. And decreed, that upon the failure of the said defendants to pay or bring into Court the said sum of money as aforesaid, that then the said land and property in the proceedings mentioned, be sold for the payment of the same; that Louis Gassaway be and he is hereby appointed trustee to make the said sale, &c. &c., in the usual form.

The defendants appealed from this decree, and at June Term, 1830, the Court of Appeals reversed the decree, and dismissed the bill of the complainants with costs, but filed no opinion. In the case of *McCormick v. Gibson*, 3 G. & J. 18, the Court of Appeals have, however, concisely stated their views of this case.

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## STATUTE OF FRAUDS.—AGREEMENT IN CONSIDERATION OF MARRIAGE.—MARRIAGE PORTIONS.

The Statute of Frauds does not embrace mutual promises to marry, but extends only to agreements to pay marriage portions.

And in such cases according to the proper signification of the word agreement; the whole, the consideration as well as the promise, must be in writing.

If a person writes a letter promising to give a fortune with his daughter or niece to a man if he should marry her; and, under the encouragement of the letter, the man does marry her, he shall recover; the agreement having been executed as far as it could be on his part; but the Court must be satisfied, that the letter imports a concluded agreement, or affords sufficient materials for a more formal agreement. (a)

(a) See *Moale v. Buchanan*, 11 G. & J. 314, *note*. In *Albert v. Winn*, 5 Md. 66, it was held that a post-nuptial settlement, reciting an ante-nuptial parol contract, is not valid against creditors, because, as to them, it is a voluntary conveyance.