Such a letter addressed to the father, or to a friend of the man, on his behalf, will be as obligatory as if addressed to the man himself.

In this case it was held that there was no agreement to make a settlement; the letter in question not having been an inducement to the marriage, nor creating an obligation on the part of the writer to give a portion to his niece. (b)

A defendant may be compelled to answer fully to all the material allegations of the bill, whether he insists upon the benefit of the Statute of Frauds or not. But, if the statute is relied on, there can be no decree for the plaintiff, although the parol agreement should be admitted by the answer; and consequently, to obtain relief in such case, the plaintiff must either prove an agreement completed in writing, or such a part performance of the parol agreement admitted by the answer, as will take the case out of the statute. But if the defendant does not say anything about the statute, then he must be taken to have renounced the benefit of it. (c)

This bill was filed in Baltimore County Court, on the 7th of June, 1818, by John W. Ogden and wife, to recover of the representatives of their late uncle Amos Ogden, a marriage portion, which the bill alleges, he had promised to give her. After the answers had come in, and testimony had been collected, under a commission issued from that tribunal, the case was removed to this Court under the Act of 1824, ch. 196, and the proceedings filed here on the 15th of May, 1826. Some time after which the case was brought on for a final decision. All the circumstances are fully and carefully stated by the Chancellor.

BLAND, C., 5th June, 1827.—This case standing ready for hearing, and the solicitors of the parties having been heard, the proceedings were read and considered.

(b) Distinguished in *Bowie* v. *Bowie*, 1 Md. 96. In *Pollock on Contracts*, 27, reference is made to the case of *Moorehouse* v. *Colvin*, 15 Beav. 341, where a testator, having made a will by which he left a considerable legacy to his daughter, wrote a letter in which he said, after mentioning her other expectations, "this is not all; she is and shall be noticed in my will, but to what further amount I cannot precisely say." The legacy was afterwards revoked. It was contended on behalf of the daughter's husband, to whom the letter had, with the testator's authority, been communicated before the marriage, that there was a contract binding the testator's estate to the extent of the legacy given by the will as it stood at the date of the letter. But it was held that the testator's language expressed nothing more than a vague intention, although it would have been binding had it referred to the specific sum then standing in the will, so as to fix that sum as a minimum to be expected at all events. "He expressly promises such provision only as he in his will and pleasure shall think fit. If, on her marriage, the testator had said, 'I will give to my child a proper and sufficient provision,' the Court might ascertain the amount; but if the testator had said, 'I will give to my child such a provision as I shall choose,' would it be proper for the Court, (if he gave nothing,) to say what he ought to have given?"

(c) See *Lingan* v. *Henderson*, *ante*, 236, *note* (*a*); *Winn* v. *Albert*, 2 Md. Ch. 169.