

of himself and all other creditors, is a decree for the benefit of all the creditors and in the nature of a judgment for all, and from the date of such decree, and on a due disclosure of assets, an injunction will be granted on the motion of either party to stay all proceedings of any of the creditors at law. *Thompson vs. Brown*, 4 *Johns. Ch. Rep.*, 619.

From the nature of this case, the Chancellor inclines to think, it would be expedient and beneficial for all parties that the money in the hands of the administrator should be brought in for investment, and will pass an order fixing an early day for hearing the parties, if they desire to be heard, either in reference to the amount to be brought in, or the character and terms of the order, in which provision may be made for the security of the defendant against the proceedings at law of the creditors of the deceased, or upon any other question which may properly arise upon the application.

ROBERT J. BRENT, for Complainants.

CORNELIUS McLEAN, for the Defendant, Dent.

JOHN T. STODDERT AND ROBERT  
BOWIE, JR. AND WIFE,

vs.

WM. H. TUCK, EXECUTOR OF  
ROBERT BOWIE AND OTHERS.

SEPTEMBER TERM, 1851.

[ANTE-NUPTIAL SETTLEMENT—PART PERFORMANCE.]

To establish, in opposition to the plea of the statute of frauds, an ante-nuptial agreement between the parents of the parties about to be married, that one was to furnish land, and the other personal property, to start the married couple in life, the proof must be clear and positive of a contract certain and concluded.

Where acts of part performance are relied on to establish such an agreement, they should be such as in themselves, not only show that there has been an agreement, but also throw light upon the nature of that agreement; if the acts performed are equivocal acts, they will afford no proof of an agreement.