

Stoddert, by the purchase of the farm, placed himself in a situation to comply with the agreement when it should be completed, but there is no proof that he ever incurred the obligation to convey it to his daughter.

Being of opinion that no certain contract is established in this case, it is unnecessary to examine very critically the point that there is no part performance to take the case out of the Statute of Frauds. I will, however, make a very few remarks upon it. It is laid down in the books that the act performed should in itself tend to show not only that there has been an agreement, but also to throw light on the nature of that agreement, so that neither the fact of an agreement, or even the nature of that agreement, rests solely upon parol evidence, the parol evidence being only auxiliary to the internal evidence afforded by the circumstances of the case itself. If, however, the act performed is an equivocal act, it will afford no proof of an agreement. *Atherly on Marriage Settlements*, 89. Suppose, then, that the contract alleged had been proved to have been entered into some short time preceding the marriage, what are the facts relied on as part performance on the part of Robert W. Bowie? It is said that the house was furnished, and stock put upon the farm to work it, and the parties put in possession of the farm, stock and furniture. Laying aside the admissions of Robert W. Bowie, that these acts were in part performance of his contract, because that must be shown by the nature of the acts themselves, are they unequivocal? Might they not, and would they not, have been done in all probability if no marriage contract had existed? His son being about to be married, and having no residence of his own, his father furnishes a house on one of his farms near his residence, puts some more stock on it, and permits him to live there, work it, and receive the proceeds of his labor, he, the father, being or supposing himself to be a wealthy man. This would naturally have been done if there had been no agreement, or only a treaty for an agreement. The supposed agreement was, that Stoddert should furnish the land, and he would furnish the stock to work it. Stoddert had as yet furnished no land. He put the parties in