But if it be reasonably doubtful, whether what passed was only a treaty, let the progress towards the confines of an agreement be more or less, or if it be doubtful, whether the language used was intended as expressive of an agreement, the court will not decree the specific performance of that which appears doubtful as a contract.(*i*)

But this letter is deficient in almost every substantial particular. It is not a promise in any sense. The writer speaks of circumstances which *have* occurred; of a marriage then contemplated; of what he intended to do; and of the manner in which he meant to dispose of his property. But there is not the least intimation that he had brought about the courtship, or had encouraged *John W. Ogden* to marry his niece by any promise of a fortune with her. He does not undertake, agree, or oblige himself to give any thing. He tells his brother what he means to do, should the marriage take place; but he binds himself to nothing; every thing is reserved entirely within his own power.(*j*) The plaintiffs had resolved to marry before this letter was written; therefore, even supposing it had been shewn to *John W. Ogden*, it could not have been the inducement upon which he addressed and became engaged to marry *Nancy Ogden*. Whatever were his hopes and expectations, they existed prior to, and independently of this letter; they could not have arisen in any respect from it.(*k*) There is no proof, that the late *Amos Ogden* had induced the plaintiffs to entertain any hopes or expectations of his bestowing any thing upon them in consideration of their marriage. After they had become engaged, he then expressed his entire approbation, and he then formed his liberal determination; but there is no proof that he himself communicated it to them prior to their engagement. And in his letter to his brother, there is nothing which gives to that determination the character of a contract.

Being perfectly satisfied upon these grounds, that the plaintiffs have not established such a case as to entitle them to any relief whatever, I deem it wholly unnecessary to say any thing in relation to the doctrine of satisfaction and election; or how far the devise to *John W. Ogden* and his wife, and their having actually elected to take under the will, is to be considered as a satisfaction and election in bar of their claim; since it is my opinion

(*i*) Huddleston *v.* Briscoe, 11 Ves. 583; Stratford *v.* Bosworth, 2 Ves. & B. 341; Allen *v.* Bennet, 3 Taunt. 173.—(*j*) Randall *v.* Morgan, 12 Ves. 67; Morison *v* Turnour, 18 Ves. 175.—(*k*) Ayliffe *v.* Tracy, 2 P. Will. 65.