Under this order a vast mass of testimony has been taken on both sides. The cause after the reading of the testimony and argument by the respective solicitors, was submitted to the Court.

The testimony and other proceedings in the cause have been carefully considered.

There seems to be but little, if any difference of opinion between the solicitors of the parties, as to the law governing the case; the main question for the Court to determine being one of fact, and the application of admitted principles of law to the facts as disclosed by the testimony.

It is well settled that a parol gift of a farm, by a father to his son, may be enforced in equity, where upon the faith of the gift, the son has entered into the possession of the farm; has expended money or labor in improving the land and has made permanent improvements thereon.

The Courts say, when a gift has led to the expenditure of money or labor on the land given, in making permanent improvement to a considerable extent, the gift becomes irrevocable in Equity, as it would operate a fraud on the donee to allow the donor to avoid the performance of his undertaking or agreement.

"The parol agreement relied on, and the proof to sustain it must be certain and definite; the acts proved in part performance must refer to, result from, or be made in pursuance of the agreement proved".

Bispham's Equity, 440, note, 3.

These principles of law, which must control the decision in this case, are plain, and have been clearly stated and recognized in Shepherd vs Beven 9 Gill, 32. Hennes vs Hennes, 6 Md 435. Hardesty vs Richardson 44 Md. 617. and in Kings Heirs vs Thompson, 6 Peters 204, and Neale vs

Neale, 9 Wallace 1.

In Shepherd vs Beven. It is said, "The Court is never over anxious to grasp at slight circumstances to take a case out of the operation of the Statute, nor to allow themselves any latitude of construction, where there is any equivocation or uncertainty in the case presented."

They adopt the rule that the contract should be clear, and definite, the acts done should be equally clear and definite, and solely with a view to the agreement being performed".

In Neale vs Neale the Court say, "the case as stated is made out with reasonable certainty, which is all that is required. Any other degree of certainty in a case of this character is unattainable".

In Hardesty vs Richardson, Judge Alvey in delivering the opinion of the Court of Appeals, says, "the proof must be clear, definite and conclusive as to the fact of the gift, and those acts done on the faith of it which render inequitable any attempt by the donor to avoid the gift". "But when the proof is thus clear, and all other considerations are shown to exist to entitle the party to the assistance of a Court of Equity, that Court will not hesitate to lend its aid, simply because the proof may rest entirely in parol".

On the application of these rules and principles of law to the case now before the Court, the Complainant contends, that although in this case, he occupies the position of complainant, yet, when the ejectment suit and this equity suit are considered as one proceeding, (as in his view they really are) originated by Dr. Mobberly for the recovery of the farm mentioned; he is in effect the defendant, and therefore entitled to