

3. Where an agreement is made upon consideration of marriage.

4. Where any contract is made of lands, tenements or hereditaments, or any interest therein.

5. And lastly, where there is any agreement that is not to be performed within a year from the making thereof.

This statute does not give to writing any validity which it did not possess before. A written promise made since this statute, without any consideration, is quite as void as it would have been before. The statute merely adds a further requisite to the validity of certain contracts, namely, that they shall, besides being good in other respects, be put into writing, otherwise they cannot be enforced. The phrase in the statute "to answer for the debt, default or miscarriage of another person," means to answer for a debt, default or miscarriage for which that other remains liable. The words, "any agreement that is not to be performed within the space of one year from the making thereof," point to contracts, the complete performance of which is of necessity extended beyond the space of a year. In order to bring an agreement within this clause of the statute so as to render writing necessary, both parts of the agreement must be such as are not to be performed within a year. The clause requiring the "agreement or some memorandum or note thereof to be signed by the party to be charged therewith, or some other person thereunto by him lawfully authorized," has been liberally construed, and any insertion by the party of his name in any