

In *Martin v. Pycroft* had the plaintiff chosen to insist upon his written agreement without variation, the defendant could have successfully resisted its enforcement only by the aid of a court of equity permitting him to adduce parol evidence, inadmissible at law, to vary or add to its terms. That aid the court might well refuse to the defendant unless upon the condition that he do equity by submitting to a decree for specific performance with the variation or addition which such parol evidence disclosed. It is not surprising that in such a case the plaintiff should be in no worse plight because of his frankness in stating the omitted term in his bill and of his docility in offering to perform it, thus rendering the introduction of parol testimony to prove it unnecessary. Having regard to the grounds upon which the decision proceeds, I cannot reconcile *Martin v. Pycroft* with the strong and uniform current of authority that neither at law nor in equity can a plaintiff, against a defendant resisting and pleading the Statute of Frauds, enforce a contract whose terms are not evidenced by a memorandum in writing sufficient to satisfy that statute, unless upon the ground that equity, when allowing advantage to be taken of its own rule permitting parol proof of the omitted term, does so upon such conditions as are in the particular case deemed equitable.

Here, however, we are dealing with a mere receipt. The defendant is not obliged to seek any special favour from a court of equity in defending himself against plaintiff's claim. The receipt, not purporting to contain the whole terms of the bargain, offers no legal impediment to the introduction of parol evidence to prove terms which it omits. The contract was, for aught that appears to the contrary, designedly left in part parol. Its special equitable jurisdiction not being invoked by defendant or requisite to his defence, the Court is not in a position to impose terms upon him. He defeats plaintiff's claim without any indulgence which it is peculiarly the province of a court of equity to afford. By evidence admissible in any court he shews a parol contract of which only some of the terms are evidenced as required by the Statute of Frauds. His defence is thus complete. By no known process can those terms not so evidenced be put in a writing signed by defendant. Nothing less can constitute an enforceable agreement so long as the Statute of Frauds prevails. There is no fraud, no