

tions of trusts of land, and find as follows: Trusts for the Crown are not within the statute: *Addington v. Cann*, 2 Atk. 153. The statute cannot be used as a cloak for fraud, for instance, secret trusts for the grantor of property will be enforced against the grantee: *Haigh v. Kaye*, L.R. 7 Ch. App. 469; *Booth v. Turle*, L.R. 16 Eq. 182; an apparently absolute conveyance may be shown by parol to be a mortgage: *Lincoln v. Wright*, 4 DeG. & J. 16; and where an agent has taken a contract or conveyance in his own name the agency may be shown by parol to vest the beneficial interest in the principal: *Archibald v. Goldstein*, 1 Man. L.R. 8; *Rocheffeucault v. Boustead*, (1897) 1 Ch. 196; and secret trusts in wills have always been held to be without the statute: *Re Boyes*, 26 C.D. 531, *Russell v. Jackson*, 10 Ha. 204. Where a conveyance is made for an illegal purpose not fulfilled the grantee will be declared a trustee for the grantor: *Davies v. Otty*, 35 Beav. 208.

Coming last of all to the seventeenth section we find a very limited number of exceptions, due doubtless to the fact that the requirements of the statute as to evidence may be satisfied in several different ways. Investigation shows, however, that stocks and shares are not goods and merchandise within the statute: *Duncuft v. Albrecht*, 12 Sim. 189; *Watson v. Spatley*, 10 Ex. 222, nor are fixtures: *Lee v. Risdon*, 7 Taunt. 188; and an agreement to build a house is not within the section: *Cotterell v. Apsey*, 6 Taunt. 322.

In considering this formidable array of cases by which the field of this famous statute has been eaten into and curtailed, one is inclined to agree in the doubt expressed by Mr. Justice Kekewich, as to the benefit resulting from its passing, when he says in *James v. Smith*, 63 L.T.N.S. 525, "It is not part of my duty to say whether on the whole the Statute of Frauds has been a beneficial or a mischievous statute. As to that there have been many opinions. Perhaps the only satisfactory answer to this doubt will be found in another quotation from the opinion of the judges upon which the judgment of the House of Lords in the case of *Warburton v. Loveland*, 6 Bligh, N.R. 29, was founded, as follows: "But the general rules of construction