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IS THE STATUTE OF FRAUDS ABOLISHED?

By F. P. BETTS, K.C.

The above question will no doubt strike the ordinary reader as little short of absurd. The Statute of Frauds abolished! Such a time honoured institution as the Statute of Frauds abolished? Preposterous! That no doubt will be the mental attitude of every Ontario lawyer. But let us go softly. Sometimes even propositions that seem at first blush monstrous turn out on more careful consideration, to have only too much foundation.

This we confess seems to us to be a case in point. We are free to admit that, in our opinion, in point of fact, that time honoured institution the Statute of Frauds is, at the present moment, practically abolished, at least in Ontario. Our reason for this view is as follows:

Case Stated.

In the year 1906 the following question was propounded for solution to the Courts of Ontario: One Campbell, desiring to purchase the hotel of the plaintiff, an agreement was arrived at, and reduced to writing, as follows:—(We quote from the reported case, *Mercier v. Campbell*, referred to below.) "Memorandum of agreement entered into this 8th day of November, A.D. 1905.

"Between Mrs. Alex. Mercier, of the township of East Hawkesbury, conditionally.

"The said Mrs. Mercier agrees to sell the hotel property at Vankleek Hill for the sum of \$5,800, consisting of the hotel stand and furnishings, together with double rig, bus, and harness, single buggy and single harness, 20 bushels of oats, and two tons of hay, which said agreement depends upon whether Mr. Carkner takes the farm recently sold to said Campbell back, according to the understanding between Campbell and Carkner.