Act, and were determined purely upon the construction of the statute, as, for instance, *Davies* v. *Rees* (1886), 17 Q.B.D. 408, and the other cases under the Bills of Sale Act.

The facts in the case of *The Queen* v. *Hughes* (1865), L.R. 1 P.C. 81, 92, and *The Queen* v. *Clarke* (1851), 7 Moo. P.C.C. 77, 13 E.R. 808, are entirely different from the case before me. In the first case authority was conferred by statute to grant lands to the extent of 2,560 acres. In direct violation of the terms of the statute, a grant of land to the amount of 4,000 acres was executed. It was held it would be impossible to separate the lands as to which there was power out of the whole quantity granted. The case in my judgment is entirely different from the case in point.

Pickering v. *Ilfracombe R. Co.* (1868), L.R. 3 C.P. 235. At p. 250 the judgment, in part, reads as follows:—

In *Maleverer* v. *Redshaw* (1670), 1 Mod. 35, 86 E.R. 712, a sheriff's bond having been taken in a form other than that prescribed by the 23 H. VI., c. 9, it was objected that it was altogether void, the statute enacting "that bonds taken in any other form should be void," but Twisden, J., said, "I have heard Lord Hobart say upon this occasion, that, because the statute would make sure work, and not leave it to exposition what bonds should be taken, therefore, it was added that bonds taken in any other form should be void; for, said he, the statute is like a tyrant; where he comes he makes all void; but the common law is like a nursing father, makes void only that part where the fault is, and preserves the rest." But, after the long series of decisions on the subject, it is too late to make that distinction now. In truth, as was said by Wilmot, C.J., in *Collins* v. *Blantern* (1767), 2 Wils. K.B. 341, 95 E.R. 847, 1 Smith's L.C., 6th ed., 325, 334, "the common law is nothing else but statutes worn out." The distinction now applies only where the statute makes the deed void altogether. The general rule is that, where you cannot sever the illegal from the legal part of a covenant, the contract is altogether void: but, where you can sever them, whether the illegality be created by statute or by the common law, you may reject the bad part and retain the good.

I have perused all the other cases cited by Mr. Anglin, *viz.*, *Isaacson, ex parte Mason*, [1895] 1 Q.B.D. 333, etc.

In *Re Burdett* (1888), 20 Q.B.D. 310, in the Court of Appeal, at p. 314, Fry, L.J., states as follows:—

We will first consider the question upon principle. In our judgment, clauses in statutes avoiding transactions or instruments are to be interpreted with reference to the purpose for which they are inserted, and, when open to question, are to receive a wide or a limited construction according as the one or the other will best effectuate the purpose of the statute (*per* Turner, L.J., in *Jortin* v. *South-Eastern R. Co.* (1855), 6 DeG.M. & G. at p. 275). Furthermore, we adopt the language of Willes, J., in *Pickering* v. *Ilfracombe R. Co*, L.R. 3 C.P. 235, at p. 250, where he said: "The general rule is, that where you