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assignment of his interest in lots eleven and twelve south of Dundas street east, and lots eleven and twelve north of King street, in the town of London, for which no patent had yet issued from the Crown. That forty pounds, part of the said sum, was applied by the said *Matthews* to the balance due to the Crown for the said lots, with this deponent's assent; and this deponent received the balance, less fifteen pounds, which the said *Matthews* retained as a bonus for the said loan. That the said *Matthews* afterwards obtained the said patent from the Crown, subject, however, as this deponent is advised, to the right of this deponent, or those who claim under him, to redeem the said premises, on payment of what is actually due on account of the said loan. That at the time of the said loan the said *Matthews* agreed verbally not to take out the patent for the said lot, or apply then, or during the time of the re-payment of the said loan; but that the said *Matthews*, in breach of his agreement, applied for the said patent before the time agreed upon, and obtained the patent accordingly.

(Signed) "A. T. JONES."

"Sworn before me, at London, in the County of Middlesex, this 13th day of June, 1851.

"JAS. E. SMALL."

Statement.

5. The bond (dated 23rd June, 1851) of the plaintiff *John Holmes*, *Aby B. Jones*, and *Marcus Holmes*, to the creditors in bankruptcy of *Jones*, conditioned for the indemnification of the creditors against the costs of this suit.

Mr. *Mowat*, for the appellant, argued in favour of her reasons, and the following are some of the authorities he referred to:

Argument.

Defendant may confess the existence of a parol trust, and yet claim the benefit of the Statute of Frauds (a). Here the parol evidence is inadmissible, as well as insufficient to establish the existence of any fiduciary relation, or the fact that the deed was intended to operate otherwise than as an

(a) *Story's* Equity Jurisdiction, sec. 763.