

tion of an interest in land, has not been confined to those cases; and (2) probably it would be more accurate to say that the doctrine applies to all cases in which a court of equity would entertain a suit for specific performance if the alleged contract had been in writing.

Turning now to the nature of the doctrine, there must, of course, be a contract, and this contract must be clearly established. Again, as already intimated, the contract must be one which the court would enforce—that is to say, the contract must be one of which the Court of Chancery would have decreed specific performance.

Now, what acts amount to such a part performance of the contract that the court will adopt the doctrine? As was laid down by Lord Hardwicke in *Gunter v. Halsey* (1739), Amb. 586, the acts must be such as could be done with no other view or design than to perform the agreement. "All the authorities shew," said Lord Selborne in *Maddison v. Alderson*, sup., at p. 479, "that the acts relied upon as part performance must be unequivocally, and in their own nature, referable to some such agreement as that alleged." "An act," said Sir James Wigram in *Dale v. Hamilton* (1846), 5 Hare 381, "which, though in truth done in pursuance of a contract, admits of explanation without supposing a contract, is not in general admitted to constitute an act of part performance taking the case out of the Statute of Frauds."

It is undoubtedly somewhat surprising to find that the payment of purchase money is not an act of part performance within the meaning of the doctrine. Lord Hardwicke appears to have been of opinion that such a payment would be part performance, but it is now well established that it is not. Lord Justice Knight Bruce in *Hughes v. Morris* (1852), 3 DeG. M. & G. 349, at p. 356, laid it down that the payment of money is no part performance. "It is well established," said Lord Justice Cotton in *Britain v. Rossiter*, sup., at p. 131, "and cannot be denied that the receipt of any sum, however large, by one party under the contract, will