

affect the rights of a person who has received or paid it in good faith: Chalmers, p. 23.

The signature of a fictitious person must be distinguished from (a) the forged signature of a real person, and (b) the signature of a real person using a fictitious name—for instance, John Smith may trade as "The Birmingham Hardware Company," and sign accordingly: Chalmers, p. 24; see also *Schultz v. Astley* (1836), 2 Bing. N.C. 544, where Thomas Wilson Richardson drew a bill as Thomas Wilson.

JOHN D. FALCONBRIDGE.

TORONTO, March, 1907.

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#### THE STATUTE OF FRAUDS AS A DEFENCE.

Cases sometimes come before the Courts which raise very nice questions as to the Statute of Frauds, and particularly how far it can be relied on as a defence. Such a case may be shortly stated thus: A., the owner of a parcel of land, makes a verbal bargain with B. to the effect that A. will convey the land to B. and that on his so doing B. will pay \$100 to C. A. conveys the land to B. and dies; and B. refuses to pay C. \$100 and repudiates all liability therefor. C. thereupon sues B. to enforce the alleged contract, or in the event of his not being entitled to enforce the contract; then on the equitable ground that B. is trustee for him for \$100. At the trial B. denies on oath the existence of the alleged bargain, but on the evidence it is found that it was in fact made: but the Statute of Frauds being set up, the problem the Court would have to solve would be what relief, if any, could be given to the plaintiff. The conclusion reached recently in such a case seems to have been this,—that the defendant was guilty of fraud in denying the existence of the contract, and that the Statute of Frauds was therefore no defence, and that the bargain amounted to an equitable assignment to C. of the \$100, and that B. was liable to account to C. as trustee for the \$100 equitably assigned.