

agreement to make reciprocal wills), we find the Attorney-General (arguendo) expressing himself thus: "The Statute of Frauds is at an end if under the name of an agreement a thing may be made a devise or under the name of a devise an agreement, which is not either according to that statute"; compare also the language of Lord, J., in *Chase v. Fitz*, 132 Mass. 361, which decides that an agreement to comply with the statute is within its provisions, and no action can be maintained for its breach. "It would leave but little, if anything, of the Statute of Frauds to hold that a party might be mulcted in damages for refusing to execute in writing a verbal agreement which unless in writing is invalid under the Statute of Frauds." All of which goes to shew that the strong feeling both of Bench and Bar has always been that come what may the Statute of Frauds must be preserved inviolate.

Heretofore, moreover, whatever may have been the fate of other enactments too numerous to mention, no one has ever been able to boast that he has succeeded in driving the proverbial coach and horses through this statute.

#### EFFECT OF DECISION.

That being the light in which one has grown accustomed to regard this Act, it must be confessed that the effect of the decision now under discussion was calculated to be somewhat startling, as the judgment seems at first sight to convey the impression that the Statute of Frauds may henceforth be practically evaded in all cases by a very simple expedient.

The question at issue in this case is one which has very frequently formed the subject of judicial discussion, and whatever may be the rights and wrongs of the matter, the legal world has undoubtedly been laid under a deep obligation to his Lordship Mr. Justice Riddell by the very able and thorough manner in which he has analysed the law on this much discussed question in his valuable judgment in the case.