had been before the same Lord Keeper in which relief, grounded on part performance, was sought but refused.

Nothing could be clearer than the provisions of the fourth section of the Statute of Frauds. "No action," runs the section, "shall be brought . . . to charge any person . . . upon any contract or sale of lands, tenements, or hereditaments, or any interest in or concerning them . . . unless the agreement upon which such action shall be brought, or some memorandum or note thereof, shall be in writing, and signed by the person to be charged therewith or some other person thereunder by him lawfully authorized." But the courts of equity would not allow a man, who had engaged with another to purchase or to sell land, to use the provisions of the statute as a defence, where that other had expended money on the faith of the engagement. In such a case the court would not allow the mere fact that the contract had not been reduced into writing in accordance with the Act to stand as a bar to the enforcement of the contract by the court. Pithily put, courts of equity would not permit the statute to be made an instrument of fraud.

Lord Justice Brett in *Britain* v. *Rossiter*, 40 L.T. Rep. 240, 11 Q.B.D. 123, at p. 129, described the cases in the courts of equity which built up the doctrine of part performance as bold decisions on the words of a statute. Yet, logically, there was ground for the development of the doctrine notwithstanding anything contained in the Act. For, as it will be observed, the statute does not expressly and immediately vacate contracts if made by parol or if unsigned. It only precludes the bringing of actions to enforce them by charging the contracting party: see per Lord Ellenborough in *Crosby* v. *Wadsworth* (1805), 6 East 602, at p. 611. Where, however, a suit was brought on the ground that the plaintiff had, on the faith of a parol or unsigned contract, expended moneys and prejudiced himself with the knowledge and acquiescence of the other party to the contract, such a suit was not brought on the contract, but on the equities.

This point was lucidly illustrated by Lord Selborne as Lord Chancellor in the more modern case of *Maddison* v. *Alderson*,