almost any extent, but there is no necessity for collecting any more of them, as no opposing authorities have been cited, and the principle is not disputed.

And it may also be assumed to be equally well founded, that if the trust is devised by the heir or devisee, it may be proved by parol, though the statute of frauds is relied upon as a defence. 1 *Jarman on Wills*, 357; *Oldham* vs. *Litchfield*, 2 *Vernon*, 506; *Chamberlain* vs. *Agar*, 2 *Ves. & Beams.*, 262; *Colegate D. Owing's Case*, 1 *Bland*, 402. The title of the party in whose favor a provision has been omitted by reason of such assurances, to the aid of the Court, does not rest upon the mere ground of trust, because viewed in that light the statute of frauds would be an insuperable bar. His right to relief is founded upon the fraud, for as was said by Lord Eldon in *Strickland* vs. *Aldridge*, "the statute was never permitted to be a cover for fraud upon the private rights of individuals."

But though parol evidence may be admitted to prove the agreement of the heir or devisee in opposition to the answer, and the Court will decree relief if the proof be sufficiently strong, the cases show its undisguised reluctance to interfere if there be any doubt or ambiguity in the evidence. The Master of the Rolls in the case of *Barrow* vs. *Greenough*, 3 *Ves.*, 152, spoke emphatically of the danger of decreeing in such cases upon parol evidence only, and congratulated himself that he had in that case the required proof in the defendant's handwriting, remarking, that if he was compelled to decide the cause exclusively upon the parol proof, he could not grant relief. And upon examining the many cases which have been decided upon this head of equity, it will be found that in none has the party setting up such a provision been successful when a reasonable doubt in regard to the fact could be entertained.

In this case, in my opinion, the plaintiff has entirely failed in producing that clear and satisfactory evidence which is required, of which requisition there are circumstances peculiar to it forbidding the least relaxation. The will was executed in the year 1834, and the testator died in 1836, and Beale