I, II.—In Crosby v. Wadsworth, 6 East, 602, termed a leading authority by the Court of Appeals in Hays v. Richardson, 1 G. & J. 366, it was observed that the meaning of the first section of the Statute is to be collected by aid of the language and terms of the second section and the exception therein contained, and the leases, &c., meant to be vacated by the first section, must be understood as leases of the like kind with those in the second section, but which conveyed a larger interest to the party than *for a term of three years, and such also as were made under **519** a rent reserved thereupon; and a contract for the purchase of a growing crop of grass to be mown and made into hay by the vendee was therefore held not to be within this section, though avoidable under the fourth section, if not in whole or in part executed. But Sir Edward Sugden, 1 V. & P. 134, denies that such is the meaning of the section, and insists that the first section is co-extensive with the fourth, and that every interest within the fourth is equally embraced by the first, unless it come within the saving of the second section. And he observes that the true question in all such cases must be—Is the interest in dispute actually created by the parties, or does the contract rest *in fieri?* If it be actually created, it is avoided by the first section unless saved by the second section. If it be not actually created, the agreement cannot be enforced by reason of the fourth section, whatever be the nature of it.[15]

Grants of easements—Licenses.—The case of Hays v. Richardson denies the authority of Webb v. Paternoster, Palm. 71; Wood v. Lake, Say. 3, and Taylor v. Waters, 7 Taunt. 384, as to the grant of easements by parol. It was there held that the grant of a new right of way, to endure until both parties agreed to its discontinuance, was an incorporeal hereditament within our registration laws, and required to be acknowledged and recorded. The Court observed that the Statute of Frauds speaks only of estates or interests in, to, or out of lands, whilst our Acts of Assembly embrace estates in lands, tenements and hereditaments, and the right which one has in an hereditament is his estate in it. These words are not used in the Code, Art. 24, sec. 1,[16] which is the codification of the old Acts, the word "estate" only being employed; but the interpretation, it may be presumed, would be the same, if only on the ground, relied on in Hays v. Richardson, of unvarying contemporaneous

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[15] Sec. 1 applies only where the tenancy if good must of necessity last for more than three years. If at the time of the arrangement the tenancy may last for less than three years, although it may last for more, the Statute does not apply. *Ex parte* Voisey, 21 Ch. D. 458. An executory written agreement for a lease does not satisfy the Statute unless it can be collected from it on what day the term is to begin, and there is no inference that the term is to commence from the date of the agreement in the absence of language pointing to that conclusion. Marshall v. Berridge, 19 Ch. D. 233, overruling Jaques v. Millar, 6 Ch. D. 153.

[16] Code 1911, Art. 21, sec. 1.