

the good one of natural love and affection; or upon either of them, unconnected with other circumstances, there could be no doubt of its validity as an absolute and effectual conveyance from *Anthony Hook* to *John Hook*. But when other matters are necessarily brought into view, or form a part of the contract, then it is no less clear, that the mere express consideration of five shillings, even with the superadded expressions, 'and of other valuable considerations,' or of natural love and affection, will not prevent the deduction of a trust by implication or operation of law. (d) And where a trust is declared as to part, and nothing is said of the residue, what remains so undisposed of results to the grantor. (e)

This indenture cannot be read with a total disregard of its recital and proviso, two of its most important features. We cannot turn aside from clauses so very striking and efficient as the recital of the cause of its having been made, and the proviso wherein it is said if that consideration alone be not complied with, the whole shall be a nullity. If these matters could be entirely passed over, the argument against a resulting trust would be exceedingly strong if not altogether irresistible. But looking to the recital and the proviso, it is perfectly manifest, that the sole object of the deed was to secure the payment of certain creditors of *Anthony Hook*. If they were not paid, the whole deed, utterly regardless of the consideration of five shillings, and of natural love and affection, was declared to be void. The payment of those creditors was that consideration alone upon which the conveyance was to stand or fall. This is the real extent of the consideration; to this extent and no further, the late *Anthony Hook* parted with his right and interest in this property. Consequently, in the value of this property, beyond that of the aggregate amount of the specified debts, there is an implied or resulting use remaining in *Anthony Hook* the grantor and his representatives; which limited interest of *John Hook* having been always avowedly held by him and those claiming under him by virtue of this deed, and therefore as trustees, neither he nor they can be allowed to derive any protection from the statute of limitations or lapse of time. But no such defence has been relied on by any of these defendants. (f)

There is an express saving in the statute of frauds of trusts by

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(d) *Walker v. Burrows*, 1 Atk. 93; *Brown v. Jones*, 1 Atk. 191; *Lloyd v. Spillet*, 2 Atk. 149; *Sculthorp v. Burgess*, 1 Ves., jun., 92.—(e) 2 Fonb. Eq. 116, 133; *Whalley v. Whalley*, 1 Meri. 437.—(f) *Boteler v. Allington*, 3 Atk. 459; *Alden v. Gregory*, 2 Eden. 280; *Purcell v. McNamara*, 14 Ves. 92.