

been made sufficiently definite and precise to bring the case within the exception to the general rule that building contracts will not be specifically enforced.

BILL OF LADING—DESCRIPTION OF GOODS—"MARKED AND NUMBERED AS IN MARGIN"—MISTAKE—BILLS OF LADING ACT, 1855 (18 & 19 VICT., c. 11) s. 3 —(R.S.O. c. 145, s. 5 (3)).

In *Parsons v. New Zealand Shipping Co.* (1901) 1 Q.B. 548, the Court of Appeal (Smith, M.R. and Collins and Romer, L.JJ.) have affirmed the judgment of Kennedy, J. (1900) 1 Q.B. 714 (noted ante vol 36, p. 408) to the effect that under the Bills of Lading Act 1855 (see R.S.O. c. 145) where the goods intended to be covered by a bill of lading are by mistake incorrectly described therein by certain marks which do not affect or denote, substance, quality or commercial value, such description in the bill of lading is not conclusive, and that the party giving the bill of lading is not precluded from shewing the mistake.

MUNICIPAL CORPORATION—DISREPAIR OF ROAD—NEGLIGENCE—LIABILITY—SINKING OF ROADWAY THROUGH DEFECTIVE SEWER.

Lambert v. Lowestoft (1901) 1 Q.B. 590, deserves to be noted. The action was against a municipal body to recover damages for injury sustained owing to a sinking in the roadway under the defendants' control, occasioned by a defect in a sewer, also vested in the defendants, and for the repair of which they were liable. The plaintiff's horse in passing over the road broke through the crust of the road into a cavity thus caused, and was injured. The defect in the sewer was caused by rats, and there was no evidence that the defendants had any notice of the defect, and it was held by Lord Alverstone, C.J., that they were not liable.

SALE OF GOODS—CONTRACT—GOODS NOT ACCORDING TO CONTRACT—STIPULATION AGAINST REJECTION.

Vigers v. Sanderson (1901) 1 Q.B. 608, was an action to enforce certain contracts for the sale of laths. There were two contracts, one provided that the laths were to be of varying lengths, from 2½ to 4½ feet, and the other, that they were to be from 2 feet to 4½ feet, but not more than three per cent. or two feet. The contracts contained a stipulation that "should any dispute arise the buyers shall not reject any goods, nor refuse acceptance of the draft, but