metaphysical standards as that which results from allowing a few individuals to create by contract a sphere of responsibility within which, except in the instances noted above, they are accountable only to one another. Unexceptionable grounds of public policy might justify what virtually amounts to a license to disregard with impunity, up to a certain point, the safety and welfare of the members of the community outside this artificial circle. But it is not easy to see what arguments derived from this source can be of any avail, when it is not apparent that the prevailing doctrines are in any case necessary for the reasonable protection of the contracting parties, and it is certain that they must at least be productive of injustice to the extent of frequently leaving those who suffer in their persons or property, through a breach of the contract, entirely without a remedy.

C. B. LABATT.

ENGLISH CASES.

EDITORIAL REVIEW OF CURRENT ENGLISH DECISIONS.

BILL OF SALE—DESCRIPTION OF PROPERTY—BILLS OF SALE ACT, 1882 (45 & 46 VICT., C. 43), S. 4—(R.S.O. C. 148, S. 32).

Davies v. *Jenkins* (1900) 1 Q.B. 133, turns partly on the sufficiency of a description of property in a bill of sale, and that is the only point for which it is necessary here to refer to the case. The property, purported to be covered by the bill of sale in question, consisted of farm stock and implements. In the schedule the farm stock was described as "stock: 2, horses, 4 cows," and this was held to be an insufficient description. The English Act, 45 & 46 Vict., c. 43, s. 4, requires the property intended to be affected to be "specifically described." The Ont. Act, R.S.O. c. 148, s. 32, requires such sufficient and full description of the chattels that the same may be thereby readily and easily known and distinguished, and it would seem that at least as specific a description is necessary under this Act as under the English Act. On this point *Boldrick* v. *Ryan*, 17 Ont App. 253, and *Corneill* v. *Abell*, 31 C.P. 107, may be referred to.