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against double portions applied, and that the benefit given to the son under the partnership articles must be taken in satisfaction of the sum due under the bond. Jessel, M.R., observes :—" It is perfectly clear that by that deed the testator gave his son a share in the partnership capital, which share was to be taken at £19,000 ; " and going on to refer to the words of Sir W. Grant in *Bengough* v. *Walker*, 15 Ves. 507, he says :—" The true meaning of that is, that where a testator gives to a child a beneficial lease or share of works, or any other thing, and says nothing about the value, he is not to be taken to be giving it in satisfaction of a pecuniary bequest ; but where he does refer to the value the presumption of satisfaction may arise. And when he gives it as being of larger amount than the legacy and the legatee takes it, he takes it at the estimated amount, and in that case it makes no difference whether the testator directs the thing to be sold and gives him the proceeds, or directs the thing to be taken as a specific amount. In either case he shows his intention to give a definite amount."

SALE BY AUCTION—STATUTE OF FRAUDS.

The next case is a full report of the appeal in *Shardlow* v. *Cotterell*, over-ruling the decision of Kay, J., in the Court below, which is reported, L. R. 18 Ch. D. 280, and noted in this journal, *supra* p. 9. The facts were these :—An auctioneer signed the following memorandum at the foot of the conditions of sale :—" The property duly sold to A. S., butcher, Pinxton, and deposit paid at close of sale ; " and he also signed this receipt:— " Pinxton, March 29th, 1880. Received of A. S. the sum of £21, as deposit on property purchased at £420, at Sun Inn, Pinxton, on the above date. Mr. G. Cotterell, owner." The conditions contained no description of the property sold. Both Kay, J., and the Court of Appeal held that having regard to the word " purchased " in the receipt, there was sufficient connection between the two documents to allow them to be read together

as saying what was sold, but the question was whether, even taking them together, there was a sufficient description to satisfy the requirements of the Statute of Frauds. Kay, J., held there was not, for that a mere description of a thing sold as " property," was not sufficiently definite to enable parol evidence to be introduced to show what the thing sold was. He said that to his mind the word " property " was quite as vague as the word " vendor," and that has been held in England, as also in our own Courts in the recent case of *Wilmot* v. *Stalker*, *supra* p. 178, to be not a sufficient description of the party selling to satisfy the requirements of the Statute of Frauds. It was here the Court of Appeal dissented from Kay, J., holding the description of the property sold to be sufficiently definite in the present case. Jessel, M.R., and Baggallay, L.J., indeed, held that the receipt alone was a sufficient description of the property sold. The M. R., in his judgment, takes up the general question. What is necessary to make a binding contract within the Statute of Frauds ? What is a sufficient description in writing ? And he answers :—" No one can say before hand. You cannot have a description in writing which will shut out all controversy as to parcels, even with the help of a map. . . . No description can be framed that will prevent all dispute, and the framers of the Statute of Frauds knew very well that they could not prevent perjury altogether, but could only go some way towards it ; and it was considered that to require a note in writing was a useful check . . . Looking at the Statute in that light, what is a sufficient description ? I consider that any two specific terms are enough to point out sufficiently what is sold. For instance, ' The estate of A. B., in the County of C.,' or ' the estate of A. B., which he bought of C. D.,' or " the estate of A. B., which was devised to him by C. D.,' would be sufficiently specific. If so, why should not ' the property which A. B. bought of C.D. on the 29th of March, 1880,' be sufficient."