

exercising such a power of rejection." But since the decision in *Taylor v. Smith* it must be taken that all *Kibble v. Gough* decided was that there was some evidence to justify the jury in having found that there was an acceptance of the goods by the defendant. Its authority was, however, fully recognized in *Page v. Morgan*, which carried the process of "whittling away the statute" to its utmost limit, the Master of the Rolls (Brett) saying: "I rely, for the purposes of my judgment in the present case, on the fact that the defendant *examined the goods to see if they agreed with the sample*." What was actually decided was, as in the earlier case, that there was evidence of acceptance to go to the jury, but the *dicta*, as is seen, go far beyond this. The judgments delivered in *Taylor v. Smith* (February 26) give back to the words of the statute their ordinary meaning, and, without overruling any previous case or disagreeing in any way with *Morton v. Tibbett*, emphatically state that the statute is more binding on the court than any decisions, and that an acceptance is an act accepting. The facts were these: The defendant was sued in respect of a verbal contract for the sale of certain timber, price £100, delivered to his carrier by the plaintiffs; other questions arose as to the existence of a memorandum in writing and as to delay in refusal, but the substantial issue was the question of acceptance. The defendant received an advice-note from the carriers, looked at the timber twice, and then rejected it, writing a few days later to the plaintiff to say that it was not equal to representation. Now, having regard to the *dicta* in *Page v. Morgan*, there seems to have been an acceptance; but Mr. Justice Wright, sitting without a jury at the trial, and Lord Herschell and Lord Justice Lindley and Lord Justice Kay, on appeal, held that there was, in fact, no acceptance, although there might have been *some* evidence to go to a jury. Lord Herschell intimated that no previous decision was overruled, but that the words of the statute must have some meaning, and that earlier cases had gone as far as possible in the direction of leaving it none. As his lordship said, the statute, if it is bad, must be amended or repealed; at present it is in force. It is worth remarking that in the Sale of Goods Bill, which his lordship has twice introduced into the House of Lords, not only is the Statute of Frauds, section 17, retained unaltered, but the following clause is added: "There is an acceptance of goods within the meaning of this section when a buyer does any act in relation to the goods which recognizes a pre-existing contract of sale, whether there be an acceptance in performance of the contract or not." This seems to be derived from *Page v. Morgan*, and, looking at the judgments in *Taylor v. Smith*, it is not easy to say with confidence what alteration this will make in the law, if and when the bill is passed. At the present time, the only obvious moral in a case of this kind is that it is better for the plaintiff to have a jury, and for the defendant not to have one.—*Ibid.*

DRUNKENNESS.—The following general remarks on the extent to which legal relations are affected by drunkenness, apart from the special provisions of the Licensing Acts, may have some interest for our readers.

Drunkenness affects the right of a man to the lawful and uninterrupted exer-