DECISIONS IN COMMERCIAL LAW.

MURPHY v. LABBE.—Premises were leased to be used as a furniture factory, the lease containing the usual covenants by the lessee as to repair. The premises were destroyed by a fire, of which it proved impossible to discover the origin In one of the rooms there was a quantity of cotton waste saturated with oil, but nothing to connect it with the fire. In an action by the lessor for the restoration of the premises by the lessee or equivalent damages, the Supreme Court of Canada held that there was no obligation on the lessee, by virtue of Art. 1,629, C. C., Quebec, to excuse himself from liability by proving that the fire occurred from causes beyond his control; that negligence must be established against him as in other cases of the kind; that he was not liable if he proved that he had used the premises in the manner a prudent owner would use them; and that the presence of the saturated cotton waste was, of itself, no evidence of negligence.

KEARNEY v. LETELLIER.—L. agreed to buy from K. a job lot of tea, of which he had samples. Before the tea was delivered, L. received an invoice charging a uniform rate per pound for the lot. Some five months afterwards, he was asked to accept a draft for the balance claimed on the sale, having accepted for part of the price before, but refused on the ground that the amount was too large, alleging for the first time that the sale was according to the prices marked on the respective samples, and not one rate for the lot. In an action to compel acceptance, or in default for payment of the amount, K. swore to the uniform rate, and L. to the rate per sample, the latter supporting his evidence by that of his son, who testified that K. first applied to him to buy the tea at the sample prices, and was referred to his father, and by that of a broker present when the bargain was made, who was very vague in his recollection of the actual terms. The Superior Court, of Quebec, gave judgment in favor of K., which was reversed by the Court of Queen's Bench. The Supreme Court of Canada held, reversing the decision of the Queen's Bench, that the receipt of the invoice by L., and its retention without objection for five months, raised a presumption that the price therein stated was that agreed upon, and that L. had not produced the clear and absolute evidence necessary to rebut such presumption.

ROSE v. MCLEAN PUBLISHING COMPANY.—The use of a geographical name in a secondary sense as part of the title identifying a mercantile journal, and not as merely descriptive of the place where the journal is published, will be protected, says the Supreme Court of Canada. The use of the name, "The Canada Bookseller and Stationer," was restrained as conflicting with the name "The Canadian Bookseller and Library Journal." Judgment of a Divisional Court, Ontario, reversed.

BOWIE v. GILMOUR.—Action to recover the price of ale sold to the defendant, a dealer in liquor, by the plaintiffs, who are duly licensed brewers. After the order was booked, and at the same interview, the plaintiffs were informed by the purchasing agent of the defendant that the defendant had no license to sell. The defendant pleaded that the ale was supplied to her for the purpose of being sold by her in contravention of the Ontario Liquor License Act. Held, by the Ontario Court of Appeal, that the delivery of the ale having taken place with the knowledge of the illegal purpose to which the defendant intended to apply it, and having been made for the purpose of enabling her to carry out that object, the plaintiffs could not recover.