

find an excuse for refusing this brief—but, is there any conclusive argument or absolute reason why I should not accept it, for if not, I am bound by my barrister's oath to do so. Different men take different views of what their duty would be under a particular state of facts, and the view which Mr. Cameron took, and acted upon, though some may think it an extreme one, must be respected as the conscientious opinion of an honorable advocate, acting on his own view of the principles involved.

Anything that would have been grateful to the feelings of our late revered Chief Justice, Sir John Beverley Robinson, if he were alive, cannot but be of interest to those who cherish his memory. The thought arises from hearing of the success achieved by his youngest son, a lieutenant in the Rifle Brigade, in obtaining the appointment of Instructor of Military History at Sandhurst. The position, in itself an honorable and lucrative one, was purely the reward of merit, and his success is the more marked, as the competition was open to officers of the army in general.

We publish in other columns two interesting decisions by his Honor Judge Logie. The case of *Wagh v. Conway* may be said to conflict with the case of *Miron v. McCabe*, decided in Chambers by Mr. Justice Adam Wilson, 4 U. C. L. J., N. S., 74), though the learned judge of the County Court did not seem to consider it directly in point. There is much sound sense in the arguments he adduces, although other County Judges take his view of the law, or perhaps feel themselves bound by the judgment of the Superior Court Judge sitting in Chambers.

RECENT DECISIONS.

An application was lately made in England, in a case of *Beauman v. James*, on a bill filed for the specific performance of an agreement by the defendant to give a lease to the plaintiff. The plaintiff applied to the landlord's solicitors as to the renewal of his lease. The solicitors sent him a report by a surveyor, who recommended the granting a lease for fourteen years, at a given rent if certain repairs were done by the tenant. The tenant wrote back assenting to the repairs and rent, but asking for a term of twenty-one years. No final agreement was come to, but some months afterwards a negotiation having proceeded between the tenant and landlord without the intervention of the solicitors, the landlord wrote a letter promising the tenant a lease for

fourteen years "at the rent and terms agreed upon," to which the tenant wrote back an unqualified acceptance. It was held, that parol evidence was admissible to connect the report and the tenant's previous letter with the subsequent letters; and that it being conclusively established that there had never been any other rent or terms agreed upon than those mentioned in the report, there was a sufficient memorandum in writing to satisfy the Statute of Frauds.

It was lately held in England, in the case of *Betty v. Wilson*, that the specification of a patent may describe the process to be adopted so insufficiently as to invalidate the patent, and yet disclose enough to show that what is claimed by a subsequent patent is not new. Whether a specification contains a sufficient description can only be ascertained by experiment; and in making the experiment knowledge and means may be employed which have been acquired since the date of the patent. A prior publication will not invalidate a patent, unless it has imparted information so as to enable any one working upon it to reckon with confidence upon the result. In order to establish the prior public use of a patented article so as to invalidate the patent, it is not necessary to show that the article had been manufactured for sale. Where the subject of a patent in England is made in a foreign country, and applied to the purpose for which it was made, and under these circumstances is sent to this country for transmission to another foreign country, this is a sufficient user of the patent in England to constitute an infringement.

SELECTIONS.

BREACH OF PROMISE ACTIONS.

The *Daily News* owns there is a good deal to be said against actions for breach of promise of marriage. There is something very repulsive in the view of marriage as a matter of business instead of affection, and in appraising the value of the settlement to which affairs of the heart legitimately lead. Nor is it altogether fair that a man should not be allowed to alter his mind. He had better leave a woman in single blessedness than marry her to make her miserable. There is, however, another side to this question. The law is bound to take cognisance of any wilful injury inflicted by one person on another; and what injury is more wilful than that of engaging the affections of a woman, exciting her expectations and hopes, and then disappointing them? If the law took no cognisance of engagements to marry, then of course male relatives, fathers, brothers, and cousins, would have to do so, and the defaulting swain would be made to smart in his body instead of in his pocket. Young men cannot be too deeply impressed with the serious nature of the step they take in making a marriage engagement; and anything which would induce greater levity in such matters would be a danger to