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#### DECISIONS IN COMMERCIAL LAW.

IN re COOPER, COOPER V. STEPHENS .- According to a decision of Romer, J., the owner of a copyright book of designs produced for advertising purposes, may sell the blocks from which one or more of the designs are printed and allow the purchaser for a particular purpose to print from it without losing his copyright in the designs. Such a sale does not authorize anyone else to print from the blocks, and does not enable the purchaser of the blocks to authorize any one as against the vendor to print from them. One of such designs is a substantial part of the copyrighted work.

Bury v. Thompson.—A tenant wrote to his landlord from whom he had taken a house on a lease terminable at the end of seven or fourteen years: "I have just been looking at my lease, and I see that my first seven years will be determined on 25th December, 1894. I have been making enquiries for some time past, and I find that I am paying too high a rent, and considerably higher than any of the adjoining houses are able to let for now. I understand that the rent is £50 too high, and I shall not be able to stop unless some reduction is made. I give you an early intimation of this, so that you may have ample time to consider what course you would like to adopt." The Court of Appeal in England held that the letter constituted a good and sufficient notice to determine the lease.

GWILLIAM V. TWIST .- Where in the course of the employment a sudden emergency arises which renders a servant unable to continue his duties, an authority may be implied by the law giving him power to entrust those duties to another, if the act authorized is not plainly unreasonable or illegal, provided the servant violates no express limitation of this authority and no order of his master. This is a judgment of Laurence and Wright, J.J.

HINE V. STEAMSHIP INSURANCE SYNDICATE, "THE NETHER HOLME."-An agent who is authorized to receive payments on behalf of his principal must receive cash or a cheque drawn upon a banker and immediately paid, which will then be counted for cash. Payment by a bill of exchange drawn by the agent, and accepted by the debtor of the principal, payable at three months' date, is outside the agent's authority, and is not a payment to the principal even though the bill is immediately discounted and is honored at maturity, according to the English Court of Appeal.

HENDERSON V. WILLIAMS.—According to the

Court of Appeal in England, where the owner of goods has invested an agent with authority to sell the goods and has delivered to him the indicia of title, a purchaser who deals in good faith with such agent and pays the purchase money before the anthority is revoked, acquires a good title to the goods; and it makes no difference whether any property therein passed to the agent, or whether, as between him and his principal, his authority was obtained by fraud.

MIDLAND RAILWAY V. SILVESTER .- According to a decision of Romer, J., when a guarantee is terminable by notice by the guarantor "or his representatives," but is otherwise silent as to its continuance after the death of the guarantor, his legal personal representatives are meant, and notice of the death of the guarantor given to the obligees otherwise than by such legal personal representatives is not sufficient to determine the guarantee.

#### A LAKE ACCIDENT.

During a heavy fog on the night of May 30th the Canadian steamer "Jack," bound down with lumber, collided with the steel steamer "Names" of the Manamine line opposite "Norman," of the Menominee line, opposite
Middle Island, Lake Huron. The "Norman"
sank immediately, drowning the woman cook, wheelsman and fireman. The barge "Sicken" was near and picked up the balance of the

The "Norman" sank in 300 feet of water, was worth \$200,000 and insured for \$175,000. The "Jack" is affoat, but badly damaged. The "Norman" is a steel propeller of 2,304 tons gross, was built in Cleveland in 1890, and is owned by Capt. George P. McKay, of Cleveland. The Canadian steamer "Jack" is a new boat, and the same vessel which damaged the locks in the Welland canal so badly about three weeks ago that navigation on the canal was suspended for three days.

#### A FISHERMAN'S WANT.

Writing from Woods Harbor, N.S., a correspondent of the Halifax Chronicle sets out the importance of the lobster fishermen of western Nova Scotia, to have ready and frequent access to his best market, the United States, the main transportation route being, for him, from Yarmouth to Boston, by the Yarmouth S.S. Line. He ands fault with the condition of things on this line, under which "during that term of the lobster season when the catch is largest the lobster season when the catch is largest and prices highest, there is but one boat running from Yarmouth to Boston, making two trips per week." The empty crates, he says, are often, on account of over pressure of freight, left behind, which causes inconvenience to the fisherman. On the whole, he urges that there is room for better accommodation in the carriage of lobsters, and suggests a boat for the express purpose of carrying lobsters and fresh fish, running from Yarmouth to Boston during the months of April, May and June.

