witness Charles Mousseau says he read it not aloud but to himself, and read it twice, and after having done so, the candidate seemed to wish to get it back; but the curé said, I will keep it, and make some observations next Sunday: (*"Je la garde, et je commenterai dimanche prochain."*) Now we take it to be quite impossible for any fair-minded person to misapprehend the real character of all this. Here was a candidate bearing a letter about his own candidature, written by Mr. Loranger, and addressed to Mr. Champeau. The latter reads it, and makes an answer showing that the bearer perfectly understood the contents of the letter, otherwise the answer would have had no significance. It is the case, plainly, of a candidate taking a letter from one gentleman who was in his interest to another who was likewise in his interest; and the letter suggested something to which that other assented, not only assented at the time by so expressing himself; but confirmed and assented afterwards by his subsequent acts, to which I do not now more particularly refer; but we say, that the only view we can take of the thing without doing violence to our reason and judgment, exercised in a fair and common sense manner, is that from that moment, Mr. Loranger and Mr. Champeau appear to have been, in the eye of the law, agents for that election of the party now respondent here; and we cannot doubt it even from what passed at the time the letter was delivered; and still less can we doubt it in the face of the evidence of Pierre Beliveau, who says in the most distinct manner that he heard from the Respondent's own mouth the admission that he had the support of Mr. Champeau and Mr. Loranger, besides other clergymen and laymen whom he named; adding that with such support as that he was certain to win. Without going any further, then, in search of evidence of agency, but confining ourselves to the cases of Mr. Champeau and Mr. Loranger, we hold that up to this moment we have clear proof of the character in which both of those reverend gentlemen acted in that election. We do not go on at once as to the proof of agency in any of the other gentlemen named, because, perhaps, it may not be necessary to do so for the present; and we prefer to confine ourselves now to the case of Mr. Champeau, whose agency is clearly proved. We now come (the question of agency being settled, at least, as far as two of the persons charged are concerned), to the acts themselves. I have said already that some of these charges are general, some specific, and some have not the legal requirements of "undue influence."

[Continued on Page 10.]

RECENT ENGLISH DECISIONS.

Vendor and Purchaser—Interest on Purchase Money.—A purchaser who, before completion of the purchase, exercises acts of ownership over the land agreed to be purchased, must pay interest on the purchase-money pending delay in the completion of the contract, although the delay be caused by the vendor, and the land is untenanted, so that he receives no rents nor profits from it.—*Ballard* v. *Schutt*, L. R. 15 Ch. D. 122.

Copyright in Engraving— Chromo printed wool-work pattern — Protection of design.—A chromo printed Berlin wool-work pattern is not a piratical copy of an engraving from the same design. An advertisement by the owner of the copyright of an engraving, and not of the design, warning print sellers against selling any copies of the subject of the engraving, is a trade libel upon the producer of a Berlin wool-work pattern of the subject, and if damage resulted, would be actionable. *Dicks* v. *Brooks*, English Ct. of Appeal, Nov. 5, 1880.

Lunatic—Capacity to make a Lease.—A lessor, at the time when he made a lease of a farm, labored under the delusion that it was impregnated with sulphur. On an issue, directed as to the capacity of the lessor to make the lease, rational letters by the lessor relating to the lease were put in evidence. The judge did not tell the jury that the letters did not displace the effect of the delusion, but directed them that it was a practical question whether the lessor was so insane as to be incompetent to dispose of his property, though believed to be full of sulphur. The jury found that the lease was valid. *Held*, no error. *Jenkins* v. *Morris*, L. R. 14 Ch. D. 674.

The case of *Debenham* v. *Mellor*, in which the wife's right to pledge her husband's credit for purchases made by her was discussed (3 Legal News, p. 268), has been taken to the House of Lords, where the judgment has been affirmed.