

demonstrated by the well known events of 1858, when a supposed concession to French compulsion proved sufficient to overthrow a ministry. We need not, therefore, go far to seek the reasons which have induced our government to decline the conference now proposed by Russia. Seeing that its avowed object is to restrict the liberty and facilitate the apprehension of foreign fugitives, the decision of our ministers is wise and will commend itself to the nation.

But while we are thus tenacious of the freedom accorded by our laws to exiles, it behooves us not to forget our duty to other governments. It can hardly be denied that on some occasions we have been singularly careless in the encouragement of revolution, and even in cases where restrictive laws have been enforceable, we have been slow to sanction their being carried out. Let it be remembered at the present time that, so long as these liberal views prevail, it is—in the words of Lord Granville—"the more incumbent upon us to exert all legal powers to prevent acts prejudicial to foreign and friendly governments, more especially with regard to murders, whether such murders or attempts to murder are directed against private individuals, or against sovereigns and chiefs of state."—*Law Times* (London).

NOTES OF CASES.

COURT OF REVIEW.

MONTREAL, March 31, 1881.

TORRANCE, RAINVILLE, JETTE, JJ.

[From S.C., Iberville.

FAIRVIEW v. WHEELER, and WHEELER et al.,
interveners.

Lease—Conditional sale.

Where a piano was sold conditionally upon the price being paid by the purchaser, held that the proprietorship was in the vendor so long as the price was not paid to him.

TORRANCE, J. The question here is as to the proprietorship of a piano claimed by the plaintiff from the defendant as simply leased by her to him. The interveners, his son and daughter, claim it under a title derived from the defendant. The defendant held the piano under a lease from the plaintiff, which promised to sell him the piano conditionally upon his paying the price,

namely, \$425. The Court at St. Johns, Iberville, held that the proprietorship of the plaintiff was proved and that the intervention of the son and daughter, claimants, should fail. I hold here that the law and equity of the case are entirely in favour of the judgment, which should be confirmed.*

Judgment confirmed.

P. Lanctot, for plaintiff.

Lacoste, Globensky & Bisailon, for interveners.

SUPERIOR COURT.

MONTREAL, March 31, 1881.

Before TORRANCE, J.

MARTIN v. THE DOMINION OIL CLOTH Co.

Injunction—Trade Mark—Adulteration of goods.

This was an action for an injunction and an account, and also in damages. The complaint set out an agreement of date 22nd February, 1877, by which the plaintiff undertook to furnish to defendants his dry brilliant body green, and also consented that his trade mark should be used by defendants for five years on the labels for said green after it was ground by the company in pure refined linseed oil, which the company undertook to do, and plaintiff further bound himself to furnish the company with said dry green in any other shade than the one before mentioned that might be desirable and procurable from the manufacturers in Europe. And the company bound themselves to grind the brilliant body green always pure in the best refined linseed oil in the usual consistency of blind green, to wit: green used for window blinds, and to furnish it to plaintiff at the rate of 15½ cents per pound, put up in cases of 40 tins from one to five pounds weight, and to allow plaintiff the difference in cost when he ordered the same in larger quantities, and agreed to fill plaintiff's orders promptly, and to credit plaintiff with one per cent. on each pound of green sold by them to other parties, and to make and furnish plaintiff with a monthly statement of such sales, and to account for and pay the amount found to be due to plaintiff from said sales. Plaintiff complained that the

* Authorities of plaintiff:—Thomas & Aylen, 16 L.C. J. 309; Webster & Clarke (in Review, from Iberville; Renaud & Robillard, & Ratelle, opposant, C.C.M., (Rainville, J.); Larombière, Art. 1184, No. 70; 25 Demolombe, n. 543.