

default of the vendors the purchase was not completed by January 2, 1899, the purchase money should bear interest at 5 per cent. The completion was delayed by a dispute as to the terms of the conveyance. The judge who tried the action found that the vendors were wrong in this dispute, but that his objection was bona fide, this he was of opinion, however, did not constitute wilful delay on his part, and therefore the purchaser was bound to pay interest. After the action commenced one of the farms sold fell vacant, and the vendors occupied it themselves, paid the valuation of the outgoing tenant and farmed the land—and the vendors were held chargeable with rents and profits and the proceeds of the sale of a crop actually received, but not with an occupation rent, and that the vendors were entitled to be allowed what they had paid for the valuation and the expenses of realizing the crop, but not for the losses incurred in farming.

VENDOR AND PURCHASER—TRUSTEE FOR SALE—SALE OF TRUST PROPERTY TO FORMER TRUSTEE.

In re Boles & British Land Co. (1902) 1 Ch. 244. The trustees for sale of certain land had sold it to a person who had formerly been one of the trustees for sale of the same land, but had retired from the trust twelve years before the sale to him. He having sold the land, his purchasers raised the objection that, by reason of his former connection with the trust, he was incompetent to become a purchaser. Buckley, J., overruled the objection.

COPYRIGHT—BOOK—AUTHOR AND PUBLISHER—ARTICLES CONTRIBUTED TO ENCYCLOPEDIA—COPYRIGHT IN ARTICLES—COPYRIGHT ACT 1842 (5 & 6 VICT. C. 43), S. 18.

Aflalo v. Lawrence (1902) 1 Ch. 264, was an action to restrain an infringement of a copyright which was claimed under the following circumstances. The plaintiff Aflalo was employed by the defendants, a firm of publishers, to edit an encyclopædia of sport and to contribute thereto a certain quantity of original matter for a stipulated price. The plaintiff Cook was specially employed at a stipulated price to contribute certain articles to the encyclopædia. The plaintiffs were respectively registered as the proprietors of four specified articles. There was no express bargain with the defendants as to the ownership of the copyright. The defendants, without the consent of the plaintiffs, published a book