was cut off by the sheriff, under the ordinance above mentioned. For this act the Chinaman claimed $10,000 damages, alleging that it is the custom of Chinamen to shave the hair from the front of the head, and to wear the remainder of it braided into a queue; that the deprivation of the queue is regarded by them as a mark of disgrace, and is attended, according to their religious faith, with misfortune and suffering after death; that the defendant knew of this custom and religious faith of the Chinese, and knew also that the plaintiff venerated the custom and held the faith. Yet, in disregard of his rights, inflicted the injury complained of; and that the plaintiff had, in consequence of it, suffered great mental anguish, been disgraced in the eyes of his friends and relatives, and ostracized from association with his countrymen.

The action was demurred to, but the Court had no hesitation in overruling the demurrer on two grounds: First, the ordinance was in excess of the powers vested in the Board. And, secondly, on the broader ground, that such legislation was prohibited by the Constitution, a clause of which declares that no State shall deny to any person within its jurisdiction the equal protection of the laws. In fact, this cutting off the queue was really a species of torture intended to reach the Chinese specially, for it was said that only the dread of the loss of his queue would induce a Chinaman to pay his fine. As well might the Corporation of Montreal enact the thumbscrew or the rack, to coerce the drunken and disorderly brought before the Recorder's Court to pay their fines, and thus save the expense of their maintenance in jail.

CONTRACT OF SALE—DUTY OF PURCHASER TO TEST ALLEGED REPRESENTATION.

The law of implied warranty upon the sale of goods has doubtless presented many of our readers with problems of some difficulty. A number of circumstances and conditions may concur in a given case to render the solution of such problems less easy of accomplishment. The case of *Ward* v. *Hobbs* (40 L. T. Rep. N. S. 73) may be cited by way of illustration. Originally tried before Lord Justice Brett, it has been argued in the Queen's Bench Division, and the Court of Appeal, and ultimately came before the House of Lords. The action was brought to recover the value of a number of pigs which had been bought by the plaintiff of the defendant, on the ground that immediately after the sale they showed symptoms of typhoid fever, that all but one of them died, and they infected other pigs of the plaintiff. There were conditions of sale under which they were sold. By them it was provided that the lots with all faults and errors of description, if any, were to be paid for and removed at the buyer's expense immediately after the sale, and that no warranty would be given by the auctioneer with any lot, and that, as all lots were open to inspection previous to the commencement of the sale, no compensation would be made in respect of any fault or error of description of any lot in the catalogue. At the trial the jury found that the defendant was aware that the pigs were infected with the disease when he sent them to the market, and gave a verdict for the plaintiff. A motion to enter the verdict for the defendant was discharged by the Queen's Bench Division, whose decision was itself reversed by the Court of Appeal on the ground that the defendant did not, by taking the animals to a public market, represent them to be free from the disease. The plaintiffs thereupon appealed to the House of Lords.

The case of *Baglehole* v. *Walters* (3 Camp. 154), which was heard by Lord Ellenborough in 1811, is much in point. There a ship was sold with all faults. After the sale it turned out that the ship had several secret defects. In an action against the vendor, the Attorney-General relied on behalf of the purchaser upon the case of *Mellish* v. *Motteux* (Peak. Cas. 115), where Lord Kenyon ruled that the seller is bound to disclose to the buyer all latent defects known to him, and that such terms as taking "with all faults" and without warranty must be understood to relate only to those faults which the purchaser could have discovered, or which the defendants were unacquainted with. Lord Ellenborough refused to admit the doctrine of that case, observing: "Where an article is sold with all faults, I think it is quite immaterial how many belonged to it within the knowledge of the seller, unless he used some artifice to disguise them, and to prevent their