

necessity of frizzing, curling, or using hard pomatum, and for forming the curls in a way not to be uncurled; and also for the tails of the wig not to require tying in dressing; and, further, the impossibility of any person untying them.' This patent contained the principle of the present 'fixed' wig, of which they are the makers. Till then, wigs had been made of human hair, but by using white horsehair with a judiciously small quantity of black hair, a wig bearing a close resemblance to the old powdered wig was produced. The proportion is about one of black to five of white. The invention was mainly introduced to enable bench and bar to evade Pitt's tax on hair-powder. The old wigs were much heavier, owing to the quantity of grease which was being continually rubbed into them. The lining was necessarily thick, and contrasted very unfavorably with the present light silk-ribbon frame. The powder was always coming off, and, with the old wigs, cleanliness was out of the question.—*Law Journal.*

MONTREAL APPEALS.

The following cases remain *en délibéré* after the January term:—Cherrier & Terihonkow; Fortin & Dupuis; Devin & Ollivon; Yon & Cassidy; Jacobs & Ransom; Dunn & Cossette; Dorion & Dorion; North Shore Ry. Co. & McWillie; Irwin & Lessard; McLean & Kennedy; Joseph & Ascher; Shaw & Perault; Stearns & Ross; Lyons & Laskey; Evans & Lemieux; Trudeau & Viau; Martin & Labelle; Trudel & Cie. d'Imprimerie Can; Cité de Montréal & The Rector, etc., Christ Church Cathedral; Bell Telephone Co. & Skinner (No. 161); Millette & Gibson; Baldwin & Corporation of Barneton; Vinceletti & Merizzi; Bell Telephone Co. & Skinner (No. 137).

INSOLVENT NOTICES, ETC.

Quebec Official Gazette, Feb. 2.

Judicial Abandonments.

Ann's Paradis, wife of Louis Lambert, Ste. Julie de Somerset, Jan. 29.
William Diesterle, trader, Côte St. Antoine and Montreal, Jan. 24.
Philippe Charles Gagnon, trader, Quebec, Jan. 28.
Jean Bte. Martel, trader, St. Raymond, Jan. 24.
Robitaille & fils, boot and shoe dealers, Montreal, Jan. 30.

Curators Appointed.

Re J. Bte Dionne.—J. E. Girouard, Drummondville, curator, Jan. 23.

Re J. B. Giguère & Co.—C. Desmarteau, Montreal, curator, Jan. 30.

Re Julien Martineau.—Kent & Turcotte, Montreal, joint curator, Jan. 30.

Dividend.

Re J. E. Beauchemin, Sorel.—Dividend, payable Feb. 19, W. S. M. Desy, Sorel, curator.

Separation as to Property.

Adelina Lapointe vs. Adélar Armstrong, inn-keeper, and now farmer, parish of St. Barnabé, Jan. 25.

Minutes Transferred.

Minutes of Auguste Séguin, N.P., Ste. Thérèse de Blainville, transferred to D. LeGuénier, N.P., St. Jovite.

GENERAL NOTES.

"AS SOON AS POSSIBLE."—A somewhat interesting commercial case lately came before the judge of the Manchester County Court. It appeared that in September last the defendants ordered from the plaintiff certain yarn to be delivered "as soon as possible." As there was difficulty in getting the yarn, the plaintiff was not able to deliver till November. When he delivered part, very late in that month, the defendants wrote the plaintiff cancelling the order and enclosed a cheque for the account, less a certain amount, and explained that as they had to replace the order at advanced prices, the amount deducted represented $\frac{1}{4}$ per pound difference between the contract price and the price they paid in order to replace the order. For this amount (which the defendants deducted) the plaintiff sued, and the defendants set up a counter-claim for damages for non-delivery—namely, $\frac{1}{4}$ per pound difference between the contract price and the market price. The defendants admitted the plaintiff's claim, and the judge construed the words "as soon as possible" to signify within a reasonable time; and as he considered the plaintiff had not delivered within a reasonable time, the defendants were entitled to the full amount of their counter-claim, and judgment was given accordingly.—*Law Journal.*

COMMON BARRATRY.—At Liverpool recently a solicitor was summoned at the instance of a director of a company on an allegation that he had committed the offence of "common barratry," that he had urged the shareholders to raise and maintain actions against the directors and promoters. It was contended for the defendant that there had not been a case on the point for nearly three hundred years, and that the complainant had wholly misinterpreted the meaning of the term "common barratry." Coke's opinion was given to the effect that such an offence must apply not to one case only, but to a number of cases—a common exciter and maintainer of suits which were groundless. As the magistrate took this view, he dismissed the summons and declined to grant a fresh one. Two other crimes bearing a strong affinity to the foregoing are champerty and maintenance, and both of these unlawful acts were held to have taken place in the case of *James v. Kerr*, where it was held that a bonus payable to the defendants in the event of succeeding in litigation was void as champerty, and that a stipulation that a particular solicitor should be employed was an act of maintenance.—*Id.*