These agencies generally have their origin in the ambition of patriotic but impecunious individuals to serve their country by the publication of catalogues of "reliable attorneys," at the rates of from one to ten dollars per head. It is necessary that these catalogues be annually revised. The revision serves the double purpose of keeping the list "strictly reliable" and of marking the time for payment of annual dues. To be a "reliable attorney," the "only ones recommended," cost annually from one to ten dollars for each "bureau." These "bureaus" have become numerous; and, as a like sum is required to secure a situation with each, being a "reliable attorney," while gratifying to professional pride, is expensive.

Reading circulars from these "reliable bureaus," offering dazzling inducements (for $2.50 and a division of fees) seriously encroaches upon the time of attorneys in actual practice—replies are out of the question. But the enterprising bureau man does not suffer his enterprise to be balked by the neglect of the "reliable attorney" (with $2.50) to give his consent to be catalogued as a member of the bureau. In due time the catalogue is at hand, with the request that it be paid for or returned if not wanted, and the "reliable attorney," who dislikes to be in the position of a recipient of favors without paying charges, remits the "annual dues."

We desire to notify these bureau men who have often so kindly remembered us (for a small fee), that while we are solicitous for their welfare in general and in particular, in the future we shall decline to become "reliable attorneys." We do not desire to divide fees with those who have no part in earning them. We do not desire assistance in the way of procuring collections.

By the way of a return for past favors, if any of these gentlemen desire positions as hotel runners, or insurance agents, or in any other occupation where persistence and cheek are essential qualifications, where their peculiar talents will serve them, and their ambition find free scope, we heartily recommend them."

GENERAL NOTES.

The Court of Appeals of Kentucky, in the case of *Greer* v. *Church et al.*, decided on the 23rd of November, 1877, passes upon the effect of a contract purporting to be for the renting of a piano. The contract, which was in writing and and signed by both parties thereto, set forth that Church & Co. had rented to one Mrs. Martin a piano valued at $550, and that she agreed to pay as rent for the same $400 for the first month; $10 per month for six months thereafter, and $20 per month afterward. Mrs. Martin was entitled to become the purchaser of the piano at $550, and the sums received for rent for the first eleven months were to be allowed toward the purchase-price. It was in evidence that Mrs. Martin purchased the piano, paid on the contract $410 and took possession of the piano, which she subsequently sold to appellant Greer. Church & Co. then replevied it. The court below instructed the jury, at the trial of the replevin action, that if the rent paid by Mrs. Martin on the piano did not amount to $550, the plaintiff should recover. The Court of appeal reversed a judgment for plaintiff, holding that the transaction was a purchase and not a lease, and that no matter whether the parties intended the title to pass or not the law would, in furtherance of public policy and to prevent fraud, treat the title as being where the nature of the transaction required it to be. See, as sustaining a similar doctrine, *Domestic Sewing Machine Co.* v. *Anderson*, 15 Alb. L. J. 64, where the Supreme Court of Minnesota held in the case of a sewing machine which was alleged to be leased and a written contract of leasing produced, that parol evidence was admissable to establish a contract of sale, antecedent to the lease, and that the lease was in consequence void for want of consideration. See, also, note of case upon *Victor Sewing Mach. Co.* v. *Hardue*, 16 Alb. L. J. 442, where a similar agreement, in respect to a sewing machine, was treated as invalid upon other grounds.

An *ex parte* application was made to a police magistrate in open court by certain persons who had been employed by the plaintiff upon a railway, for a summons against the plaintiff under the Masters and Servants Acts, 1867 (30 & 31 Vict., c. 141), on the allegation that he had not paid them their wages, though he had received funds to enable him to do so. The magistrate refused to grant their application, on the ground that the facts as stated by them did not bring the case within his jurisdiction to do so, and afforded no ground for criminal proceedings. The defendants, who were newspaper proprietors, published a fair report of the proceedings before the magistrate, which contained matter defamatory to the plaintiff. *Held*, that the defendants were protected by the privilege which attaches to all fair and impartial reports of judicial proceedings, and that such privilege was not taken away either by the fact that the magistrate decided that he had no jurisdiction, or that the application was made *ex parte*.—*Usill* v. *Hales*.