"are nearly all on cases." He thus replies: "It is quite true—as true as that we do not profess to offer an excellent substitute for the comic weeklies. We had supposed, and shall continue to suppose, until we have much better reason to the contrary, that most English-speaking lawyers would rather have notes on the points of current cases than remarks on things in general, or stale professional gossip. The same paragraph says that 'students of legal science are becoming fewer every year.' We do not know on what facts this statement is founded. It is certainly not so at the Universities."

"THINK of the state of the record," said Parke B. when it was proposed to allow amendment of pleadings. We smile, but it would be wrong to put down such an utterance of the grand old judge to a perverse preference for technicality over justice. He, like others, firmly believed that the interests of justice were best served by a strict adherence to technical rules. We have travelled fast and far since then, as Lord Coleridge points out, and among the most salutary changes have been not only the almost unrestricted power of amending at any stage, but the Court's power of curing irregularities and defects, and so getting at the merits. *Eddowes* v, *Argentine Loan Agency* (38 W.R. 629) is an instance. An affidavit had been sworn before a British Consul abroad, but it omitted the words "before me" in the jurat. It was clear that it had been sworn before the Consul, because there were alterations all through it initialed by him, but it was strenuously contended that the Court must reject it on the authority of *Reg.* v. *Bloxham* (6 Q.B. 528); *Graham* v. *Ingleby* (1 Ex. 651,) etc. Such cases there are; and a "vast amount of expense and injustice," as Lindley, L.J., said, "has been caused by rejecting affidavits like this by reason of some defect or omission by some clerk or official;" but the Court is now empowered to deal with such defects (O. 38, s. 14), and *Reg.* v. *Bloxham*, etc., survive only to furnish us with complacent reflections on the narrow-mindedness of our forefathers, and our superior enlightenment.—*Law Quarterly.*

"THE name of a firm," as Wood, V.C., said in *Churton* v. *Douglas* (Johns 189), "is a very important part of the good-will of the business;" one might go farther and say the most important part, for while partners come and go, the name remains. As such it passes with the good-will to an assignee, but the right to use the name is for the purpose of showing that the business is that formerly carried on by the assignor; it does not entitle the assignee of the business, so Stirling, J., has decided in *Thynne* v. *Shove* (59 L.J., Ch. 509), to use the name so as to expose the assignor to liability by holding him out as the real owner of the business: thus the purchaser of a baker's business must not distribute trade cards with the vendor's name upon them as baker and confectioner. If he does so, the vendor may get an injunction, but he will not get his costs if there is no evidence that he has really been subjected to any liability. If the vendors are a firm, and the dissolution has been duly advertised, and notice given to customers, the use of the vendors' name cannot give rise to any liability (*Newsome* v. *Coles*, 2 Camp. 617), and an injunction ought to be refused (*Levy* v. *Walker*, 10 Ch. Div. 436). In