6. What amount of religious belief is necessary to render a witness competent?

6. What exceptions are there to the presumption that the date of a letter or other writing is correct?

### SMITH'S MERCANTILE LAW.

1. What is a total loss? In what cases is the insured entitled to abandon,—and what is the effect of abandonment?

2. If one partner sells the goods of the firm as his own, can the firm sue the vendee, and if so, under what restrictions?

3. What is requisite to a good tender?

4. Where there are different debts between the parties, to what debts, and within what time, can the creditor appropriate a payment not appropriated by the debtor at the time of payment?

5. Is a sleeping partner, on retiring from the firm, bound to take any step to free himself from future liability of the firm, and why?

### ADDISON ON CONTRACTS.

1. Need an agreement, which may or may not, according to circumstances, be performed within the year, be in writing?

2. Is there any, and what distinction, between a promise to pay the debt of another, when made to the creditor or the debtor himself?

3. Can money, paid on an illegal contract, be recovered back; does it make any difference in this respect whether it is paid to the other contracting party or a stakeholder?

### BYLES ON BILLS.

1. Can a bill be either drawn or accepted for the payment of a sum of money on condition? If there is any distinction in this respect between drawing and acceptance, state the reason.

2. In what cases will delay to present a bank cheque for payment discharge the drawer?

3. What is an indorsement in full, and in blank, and what effect have such indorsements respectively?

4. According to the rate of interest, in which country, is the interest on a foreign bill, to be calculated against the acceptor and drawer respectively?

5. Are bills payable at sight, or on demand, or either of them entitled to days of grace?

6. What parties to a bill are entitled to notice of dishonour, and within what time?

7. Is want of consideration a good defence against a *bona fide* holder of a bill, who has taken it when overdue?

### STATUTE LAW AND PRACTICE.

1. Is there any and what statutory provision in Upper Canada as to the liability of purchasers from trustees to see to the application of the purchase money?

2. In what cases is the Court of Chancery in Upper Canada authorized to order the sale of an infant's real estate?

3. Will a registered judgment prevail over a prior unregistered deed?

4. Upon the death of a tenant in tail in possession, having in his lifetime entered into a valid agreement for sale, will the Court of Chancery enforce specific performance of the contract against the issue? Is there any and what statutory provision as to this?

5. In what cases will an Infant be entitled to a day to shew cause in the decree?

6. What course should a receiver take if he is resisted in acquiring possession of property which he claims under the order?

7. When the plaintiff in a foreclosure suit dies before decree, what is the course of proceeding to revive the suit?

8. What matters of account can the master investigate without a special reference?

9 State the practice as to motion for decrees.

10. What is the effect of a plaintiff dismissing his own bill after the cause is set down for hearing?

11. Where a party pleads, and demurs to the same pleading, in what order are the issues of law and fact to be disposed of?

12. How many days' notice of trial is now necessary?—has there been any change in this respect?

13. At whose instance can a new trial, in criminal matters, be granted?

14. Where a commission is issued to examine witnesses in a foreign country, how must the answers to the interrogatories be returned?

15. What is the power of a judge at *nisi prius*, with regard to adjourning the trial?

16. In what cases will an order be granted for the inspection of documents in the possession of the opposite party?

### CONSOLIDATION AND CODIFICATION.

Rational advocates of law reform have more to fear from the extravagance of their friends than from the hostility of opponents or the indifference of constituted authorities.—If any practicable scheme is proposed, it is straightway caricatured by visionary projects, which serve only to cast ridicule on the whole subject, and to arm objectors with arguments which it is difficult to answer. This has been especially the fate of all attempts to reduce our cumbrous statute-book to some reasonable compass. No sooner is consolidation brought under discussion than it is capped by the wild project of codifying the whole of the unwritten law, or (to adopt the phraseology of a paper lately read before the Law Amendment Society) consolidating the 1200 volumes of reported decisions. No one who looks soberly at the great obstacles which present themselves in the way of the most modest scheme of consolidation, can doubt that the only chance of success is to narrow the enterprise within manageable limits. The mere legal and literary difficulties of reducing the statute law into a code of moderate extent are serious enough. What is to be done with the phraseology of old statutes, which by a long series of judicial decisions have acquired a definite meaning very different from that which the mere letter of the law would convey? Is the old inadequate language to be retained, and to be interpreted, as it now is, by the light of the reports, or is an attempt to be made to modify familiar clauses by introducing, in explicit terms, all the law which legal implications and refinements have grafted upon them? These and a multitude of similar difficulties would render the task of a commission, armed with sovereign powers, sufficiently trying. But, besides all this, we have a still more formidable obstacle to surmount, in the jealousy with which Parliament is disposed to regard any attempt to alter a tittle of the law, under the pretext of consolidation. We do not doubt that such obstacles might be surmounted, if the task were only undertaken in earnest and prosecuted with a consistent sagacity which the existing commission has not yet displayed; but we are quite satisfied that, if the undertaking is to be complicated by embracing the reports as well as the statutes within the scope of the consolidation, it is doomed to certain failure.

Mr. Webster, the author of the paper to which we have referred, reproduces all the hackneyed arguments in favor of a consolidation of the judge-made law of the reports, but they really amount to little more than this—that decisions are sometimes conflicting, or uncertain, in which case they ought to be superseded by the authoritative voice of a code pronouncing clearly on one side or the other; and that, even where the law is absolutely settled, it would be better to have it recorded once for all in a code, than buried in volumes with which none but lawyers, and not all