

CORRESPONDENCE.

assertion now true according to the law of Ontario? Give reasons for your answer.

8. State the manner in which the right of stoppage *in transitu* is exercised.

9. Give a short account of the manner in which the remedy by way of interpleader is pursued in Common Law courts and the various circumstances in relation to which the remedy is applicable.

10. Give a short sketch of the proceedings in a case under the Overholding Tenants' Act indicating the way of proceeding to have the judgment of the Court of first instance in such cases reviewed.

CALL TO THE BAR.

Bytes on Bills—Stephen on Pleading—Common Law Pleading and Practice.

1. What are "letters of credit" and circular notes," and what is the legal effect of the issue of such?

2. State accurately the circumstances under which the vitiation by fraud of the consideration for a bill will be a defence to an action on a bill.

3. A bill is endorsed conditionally so as to impose on the drawee, who afterwards accepts, a liability to pay the bill to the endorsee or his transferees in a particular event only. The bill is passed through several hands between endorsement and acceptance and is finally paid by the acceptor before the condition is satisfied. How will this affect the liability of the acceptor to the payee?

4. What is the effect of a material alteration of a bill by an endorsee (a) on his rights against prior parties on the bill, (b) on his rights against his endorser, (c) on the rights of a subsequent *bond fide* transferee for value?

5. Sketch briefly the history of the action of ejectment tracing it from its origin to its present form.

6. In cases tried at *Nisi Prius*, with a jury, where the Judge either does not wish, or is not required by the parties, to give his opinion on points of law raised at the trial, what are the different courses referred to by Mr. Stephen which may be pursued for determining such questions of law? Give any recent statutory enactments tending to facilitate such cases.

7. How should an *es'oppel* be set up (a) when it appears on the face of the adverse pleading, (b) when it does not so appear? Answer fully.

8. "It is not necessary to state matter of which the Court takes notice *ex officio*." Explain and illustrate this rule.

9. What right of peremptory challenge of jurors have parties in a civil action? Give authority for your answer.

10. State briefly the practice in relation to the examination of parties to Common Law actions before trial. What provision is there as to the use in evidence of depositions so taken?

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Interest on notes after maturity.

To the Editor of CANADA LAW JOURNAL.

SIR,—In the reference made by you in the September number of the LAW JOURNAL to the recent decision of the Supreme Court of Maine, holding that interest is not recoverable after maturity on a note at the rate (more than the legal rate) specified in it, when nothing is said as to the rate after maturity, you have not mentioned the case of *Dalby v. Humphrey*, 37 U. C. R. 514. This is a more recent decision than any of the cases in the Common Pleas and holds in opposition to them, and in accordance with *Cook v. Fowler*, L. R. 7 H. L. 29, that, where a day is named for payment of a note with interest at a rate specified, the claim for interest after that day is a claim for damages for breach of the contract, not as upon an implied contract, and is in the discretion of the Court or Jury; and in that case the Court only allowed six per cent. per annum, although the note was payable with interest at the rate of two per cent. per month.

If it is law that there is no implied contract to pay (after maturity of the note) the rate of interest specified in it, it is difficult to see upon what principle any other rate than that established by law—viz., six per cent., can be allowed.

If this is not admitted, but it has to be decided by a Judge or Jury in each case how much shall be allowed, upon what principle is the Clerk of the Court to compute interest when signing judg-