

object being that a single trial may decide that which is in fact only a single question, and thus save costs and expense. No such order ought to be made unless the questions in each case are substantially the same, and the evidence would be substantially the same if they were all tried.

Leave to appeal from the order of the Queen's Bench Divisional Court, 13 P.R. 179; *ante* p. 412 was refused.

McCarthy, Q.C., for the defendants.

C. J. Holman for the plaintiffs.

STREET, J.]

[Nov. 20.

RE COLENUTT AND TOWNSHIP OF COLCHESTER NORTH.

By-law—Procedure on motion to quash—Notice of motion—Order nisi—Rule 526.

The authority to proceed by rule or order *nisi* in quashing a by-law conferred by R.S.O., c. 184, sec. 332, is inconsistent with Con. Rule 526, and must therefore be taken to be repealed; for by 51 Vict., c. 2, sec. 4 (O.), it is declared that all enactments in the Revised Statutes inconsistent with the Rules are repealed.

It is therefore not now proper to proceed by order *nisi*.

In re Peck and Ameliasburg, 12 P.R. 664, followed.

Hewison v. Pembroke, 6 O.R. 170, distinguished.

Langton for applicant.

W. H. Blake for Township.

Appointments to Office.

CORONER.

Oxford.

N. Hotson, of Innerkip, in the County of Oxford, M.D., to be an Associate-Coroner with-in and for the said County of Oxford, *vice* J. P. Rankin, M.D., removed from the County.

DIVISION COURT CLERKS.

Elgin.

A. McBride, of St. Thomas, to be Clerk of the Second and Third Division Courts of the County of Elgin, on and from the 1st day of January, A.D. 1890, *vice* C. Askew, resigned.

BAILIFFS.

Elgin.

D. McGregor, of Aldborough, to be Bailiff of the Fourth Division Court of the County of Elgin, *vice* J. McCallum, resigned.

Victoria.

I. Thornton, of Omeme, to be Bailiff of the Fourth Division Court of the County of Victoria, *vice* G. A. Balfour, resigned.

Bruce.

J. McRitchie, of Ripley, to be Bailiff of the Ninth Division Court of the County of Bruce, *vice* D. McDonald, resigned.

Law Students' Department.

EXAMINATION BEFORE MICHAELMAS TERM, 1889.

FIRST INTERMEDIATE.

Anson on Contracts—Statutes.

Examiner—R. E. KINGSFORD.

1. An offer not made to an ascertained person but accepted by an ascertained person. Illustrate by example, and explain the rule whereby a contract is held to have arisen.
2. A. makes a promissory note to B., dated 31st October, 1889, payable "one month after date." When is it due? Why?
3. A. enters into a contract under seal with B.: at the time of the execution of the agreement there is no consideration therefor: when A. is sued by B. on the contract he pleads no consideration. How far can the defence avail? Why?
4. "A man cannot assign his liabilities under a contract." How far is this statement true?
5. How far can a simple contract be waived before breach without consideration?
6. In the case of an executed contract of sale, what remedy has the buyer if the article prove worthless or unmarketable?
7. How far is a person liable for debts contracted by him during infancy, but disputed after he comes of age? Why?

Smith's Common Law.

Examiner—R. E. KINGSFORD.

1. What is meant by *Recaption*? Explain fully.