

## LAW STUDENTS' DEPARTMENT—CORRESPONDENCE.

**LAW STUDENTS' DEPARTMENT.**

A correspondent asks—

"How can the will of a man who died in the Province of Quebec be registered in Ontario if the will was executed in French before a notary public in the Province of Quebec?"

Some of our young friends had better send us answers.

## EXAMINATION PAPERS.

## CERTIFICATE OF FITNESS.

*Real Property and Wills.*

1. "Technical words and expressions must be taken in their *technical* sense, unless a clear intention can be collected to use them in another sense, and that other can be ascertained." A devise is made to A for life, and after his decease to the heirs of his body, share and share alike. Apply the above rule to the construction of this devise, and show what estate A takes.

2. A, who manufactures salt, owns two sets of salt works, which are worked independently of each other. He makes a will, whereby he devises "All my salt works to B." Afterwards he acquires a third set of salt works, which are in no way connected with the other two. He dies without having altered his will. Do the lastly acquired salt works pass?

**CORRESPONDENCE.***Disallowance.*

To the Editor of the LAW JOURNAL.

SIR,—In your issue of 1st December, you say: "To a lawyer it seems almost impossible to see more than one side of the question." The word "politician" should have been used instead of "lawyer," inasmuch as it does seem possible that a lawyer, for I presume the writer of the article to be a member of the profession, holds the opinion that the C. P. R. contract requires the Governor-General in Council to veto railway charters, granted by the Legislative Assembly of Manitoba, when such charters do not extend to the increased limits of the province. Does he pretend that the Parliament of Canada contracted with the railway that the Governor-General's prerogative should be exercised in a particular manner? If so, let him quote the clause

of the contract upon which he bases his contention. Let him show, too, wherein Sir John A. Macdonald was in error, when, in answering the Opposition cry of monopoly, he argued that the contract did not require interference with Ontario or Manitoba legislation: "We cannot check Ontario; we cannot check Manitoba."

Yours, etc.,

JOHN S. EWART.

Winnipeg, 13th Dec., 1882.

[See editorial comments, *ante* p. 2.—EDS. L. J.]

*Unprofessional Letters.*

To the Editor of the LAW JOURNAL.

SIR,—Please give the following circular letter the benefit of an insertion in your journal:

"Commercial Bureau for Collections. Instituted to protect the interests of the Merchants and Business Men of the United States and Canada.

(Place and date.) Mr. \_\_\_\_\_.

The claim of \_\_\_\_\_ for \$\_\_\_\_\_ still remains unpaid. If this account is not settled in five days from above date we shall enforce the rules of the Bureau, and publish your name and account in our bi-monthly reports, which are issued to the Merchants and Business Men who are members of the Bureau, which will deprive you of all credit thereafter. We give you this last opportunity to adjust this claim.

Yours truly, The Commercial Bureau. Please settle with \_\_\_\_\_, Attorney for the Bureau."

You have often attacked our "invaders"—men who take away the business of our profession; here is one, however, who is taking away its reputation. This Bureau looks like a blind to frighten people. Yours, etc.,

SUBSCRIBER.

[WE know nothing as to the existence of this "Bureau." It sounds, however, very alarming of course, and this "dictionary" word is skilfully adapted to scare the uninitiated. But it would, in our opinion, be much more in accordance with the traditions of the cloth if the solicitor had written an ordinary professional letter, instead of endeavouring to get the money by threats.—EDS. L. J.]

The following corrections should be made in our last volume. At p. 423, for "national justice" read "natural justice," and for "liberty to appeal," read "liberty to apply;" at p. 424, for "several testatum clauses" read "usual testatum clause."