

NOTES OF RECENT CASES IN MANITOBA—LAW STUDENTS' DEPARTMENT.

the narrative form in the judge's notes, and by way of question and answer by a shorthand reporter which were afterwards extended by the reporter but were not read over to the witnesses or signed by them.

Held,—Upon *habeas corpus* that there was no evidence—that is no evidence that the Court could look at—as proof of the alleged crime.—*Re G. A. Stanbro*.

Corporation—Contract under seal—Hire of servant or employé.

Plaintiff, a civil engineer, was engaged by defendants as provisional engineer at \$300 per month. The employment commenced on 9th of August, 1882, he was dismissed on 16th of December, 1883 and paid up to that date: He sued for wrongful dismissal and claimed wages up to the 9th of February, the earliest period at which his service could have been terminated by a month's notice.

Held, that as the plaintiff was an important official, his engagement was not binding upon the corporation, not being under its corporate seal.—*Armstrong v. Portage, Westbourne, etc., Railway Co.*

Railway Company—Loss of baggage—Warehousemen.

Held,—1. A railway company is liable for the loss of a passenger's ordinary travelling baggage, but not for such articles as window curtains, blankets, cutlery, books, ornaments, etc., even when these are packed with the baggage for which they are liable.

2. When goods remain at the station at which a passenger alights but it does not appear that the Railway Company has charged, or is entitled to charge, for storage the Company is not liable as warehousemen.—*McCaffrey v. The Canadian Pacific Railway Co.*

Proceedings before the Legislature—Taxation of costs—Practice.

Held, that where a solicitor has obtained from the Speaker of the Legislative Assembly authority to act in any matter as a parliamentary agent, he can recover the amount due him for services, without being obliged to observe all the requirements of the English Act.—*Kennedy v. Austin*.

LAW STUDENTS' DEPARTMENT.

LAW SOCIETY.

EXAMINATION PAPERS.

FOR CALL;

Real Property and Wills.

1. What is the law as to the liability of a purchaser on covenants on his part contained in a deed not executed by him?

2. To what covenants is a purchaser entitled on a conveyance to him?

3. When is an abstract said to be perfect?

4. What is meant by (1) showing a good title, (2) making a good title?

5. Will a general devise of lands pass to the devisee the benefit of mortgages held by the testator? Explain.

6. Land is devised to A. for life, and after his decease to his heirs and the heirs female of their bodies. Construe this devise.

7. Are copies of deeds admissible in evidence under any circumstances on the trial of an action to recover land?

8. With what formalities must a will be executed under our present law?

9. A. having been in undisturbed possession of and for more than ten years, quits possession temporarily, and the person having the paper title gets in and holds possession. Would you advise an action to recover the land by A.? Give reasons for your opinion.

10. What is meant by a "satisfactory" title in a contract of sale?

Equity.

1. Speaking of specific performance it is said that "courts of equity will let in the defendant to defend himself by evidence to resist a decree where the plaintiff would not always be permitted to establish his case by like evidence." Illustrate this passage by an example.

2. In what cases will time be treated in equity as being of the essence of the contract?

3. State shortly the extent of the jurisdiction of the courts of equity apart from any jurisdiction conferred by legislative enactment to entertain interpleader actions, and state why it was that they would not usually entertain such an action by a sheriff in respect of goods seized by him in execution.

4. Give a state of facts showing a case where a court of equity would, apart from statutory enact-