

OSGOOD HALL LEGAL AND LITERARY SOCIETY DINNER—LAW STUDENTS' DEPARTMENT.

and the other distinguished men whose names were so well known to all present. He paid a compliment to the Bar in their presentation of their cases, but divided those who sometimes caused weariness to the Bench into two classes, first, those who laboriously sought to prove that two and two make four, and those who endeavoured to show that the same numbers make five.

The Chancellor also replied in a speech replete with anecdote and illustration, containing some admirable thoughts for those beginning professional life; that their profession was not one of merchandise, but (subject to their duty to the Court) one of unselfish devotion by the lawyer to the interests of his client. To the student he said that difficulties should be faced and overcome and not slurred over. When alluding to Oliver Cromwell's saying that the law was a "tortuous and ungodly jumble" some one at the table caused a laugh by the loud aside of "good old Oliver," whereupon the Chancellor, with ready wit, retorted "but our Oliver has got rid of the jumble."

"The Bar" was neatly proposed by Mr. Bowes, and answered by Mr. S. H. Blake, Q.C. who, after referring to the legislation of the last few years, spoke of an independent Bar as one of the safeguards of the people. As to the code of ethics their education make it a necessity that they should as a class stand on a higher level than any other class of men engaged in the vocations of a business life.

Mr. A. B. Cox made a very good speech on behalf of the Junior Bar, indulging in a little pleasant banter in reference to legislation affecting the profession, likening the action of the Attorney-General, who when asked to repress unlicensed conveyancers replied by passing the Torrens Act, to the action of the Fiji king who, when a troublesome petition was presented to him, got rid of the difficulty by chopping off the heads of the petitioners.

Mr. Greer, in a well put together and well-delivered speech, proposed the health of the President.

Mr. Blackstock as usual spoke well both as to matter and manner. He claimed an increased measure of support for the Osgoode Literary and Legal Society, which was doing a quiet but very useful work among the young men in the profession, that it had not received proper encouragement from the older members of the profession, but hoped that this most successful gathering was an augury of better things. He spoke of the frequent neglect by masters of the wants of their students both in a social and educational aspect, a wrong which it was only right should be remedied without delay. He alluded to the cry of the hour for decentraliza-

tion, and strongly deprecated any further move in that direction. He instanced the state of things in the Province of Quebec and some of the United States as to the effect of splitting up the judiciary, and warned those who were agitating to this end that they were doing a serious injury to the Bench, the Bar and the State.

After a few more toasts this most successful and pleasant entertainment was brought to a close.

LAW STUDENTS' DEPARTMENT.

EXAMINATION QUESTIONS.

FIRST INTERMEDIATE.—HONORS.

ANSON ON CONTRACTS.

1. Indicate some of the consequences of the *peculiar* favour with which the idea of consideration as a necessary element of contract has been treated in *Equity*.
2. State and exemplify the position of parties who have entered into a contract specified in the fourth section of the Statute of Frauds, but have not complied with its provisions.
3. "The very nature of a corporation imposes some necessary restrictions upon its contractual power, and the terms of its incorporation may impose others." Illustrate what is meant in this quotation by examples.
4. Point out any difference in the rules of Equity respecting the right to rescind contracts entered into under (a) Undue Influence; and the rules which apply to Fraud.
5. "A contract may be discharged by express agreement that it shall no longer bind either party." Explain this quotation as fully as you can.
6. What are the consequent rights to one party to a contract when the other in the course of the performance of the contract deliberately refuses performance of his part?
7. What is the effect of alteration by addition or erasure of a written contract? Answer fully.

REAL PROPERTY.—HONORS.

1. Explain why it is that there are no manors in Ontario.
2. What estate does a man take under a grant to him and his heirs male? Why?
3. What is meant by a resulting use?