

found to be vested in his Majesty, his heirs or successors.

In view of this ordinance, it was contended by a very respectable portion of the people that all lands of which the owners died after 10th August, 1765, became subject to the English law of inheritance and the English law of dower, and to the English rules of forfeiture for high treason, and to all other rules of the English law relating to lands, even though the lands had been originally granted before the signing of the definitive treaty of peace; and that all lands granted subsequently to that treaty were at the time of the making of the ordinance of 1764 subject to the English laws, and were so to continue. An equally respectable portion of the community was of a different opinion.

The fact was, that neither the proclamation of 1763, nor the commission granted to General Murray the year following, was ever published in French. This was a grave neglect, when it is remembered that the majority of the inhabitants were then wholly ignorant of the English language, and of course wholly ignorant of the extent of the introduction of English laws. The consequence was that the habitant continued to divide his land upon an inheritance in the same manner as before the conquest. His widow was entitled to the same share as before, without any regard to the English rule of dower, which differs widely from the French law. His personal estate, if he died intestate, was distributed according to the rules of the French law, which differ from the English statute of distributions. His personal estate was distributed without the issue of any letters of administration, though the Governor under his royal instructions had power to do so. On the other hand, upon the death of an Anglo-Canadian, his relatives regularly took out letters of administration, and as regularly followed the English law of distribution.

This diversity of opinion, as may well be supposed, caused much uneasiness and confusion. Not only as to the rules of law attending realty, but as regards the mode of conveyancing, did the diversity exist. The Anglo-Canadian bought and sold lands by instruments, drawn up according to the English mode of conveyancing. The French Canadian employed a Notary or a Scrivener for the same purpose, who followed the French forms of conveyancing made use of before the conquest. It often happened that the same land was sold and bought and mortgaged by both French or English conveyancers, as it passed into the hands of Franco or Anglo-Canadian proprietors. This also was productive of much confusion. Leases, however, for twenty-one years, of lands near Quebec, though void by the French law, were made by the Society of Jesuits. Other privileges in regard to the leasing and sale of realty allowable by the laws of England, though contrary to the laws of France, were often used by Franco-Canadians.

## LAW SOCIETY OF UPPER CANADA.

Through the kindness of the Secretary of the Law Society of Upper Canada, we are enabled to publish the examination paper as to call to the bar for Easter Term last. We expect to continue the papers from Term to Term, in the hope that students and others will be benefited thereby.

### STORY'S EQUITY JURISPRUDENCE.

1. In what cases will a court of equity relieve against penalties and forfeitures?
2. When will a legacy be deemed a satisfaction of a debt due by the testator to the legatee?
3. What debts may a mortgagee of personal property tack to his original debt.
4. Upon what grounds will a court of equity decree the dissolution of a partnership before the expiration of the time limited for its continuance?
5. Can a husband assign his wife's reversionary interest in a chose in an action so as to defeat the wife's right of survivorship? Give a reason for your answer.
6. What constitutes constructive notice?
7. Can an infant purchaser of lands maintain a bill for the specific performance of his agreement to purchase? Give a reason for your answer.
8. Will the Court of Chancery in Upper Canada enforce the specific performance of a contract entered into by persons both domiciled in Upper Canada, for the sale and purchase of lands in Lower Canada?
9. Is an executor liable in equity for a debt due by him to his testator's estate?
10. Where a man purchases land, and pays the purchase money, but takes the conveyance to a third person, who will in equity be deemed the owner? Are there any and what exceptions to the general rule in such a case?

### WILLIAMS ON REAL PROPERTY.

1. A., tenant for life, with remainder to B. in tail, with remainder over to C. in fee, can B. in any and what manner bar his own issue and the remainder in fee, so as to convert his estate tail into an absolute estate in fee? Can he bar his issue without barring the remainder?
2. Give a definition of an easement?
3. When was the Statute of Wards and Liveries passed, and what important effect had it on the tenures of land?
4. What covenants has a purchaser of lands a right to require from his vendor?
5. Is a woman entitled in any and in what case to dower out of her husband's equitable estates?
6. Upon the death intestate of a tenant *pur autre vie* living *cestue qui vie*, and there being no special occupant named in the deed creating the estate, who is entitled to the estate? Is the law on this subject determined by any and what statutes?

### BLACKSTONE'S COMMENTARIES.—VOL. I.

1. When was the Habeas Corpus Act passed? What rights does it give the subject?
2. Can a guardian be appointed by the will of any and what person; and is the right so to appoint a guardian given by common law or by statute?
3. How must a corporation be created?
4. What is treasure trove, and to whom does it belong?
5. What is the meaning of "The King can do no wrong?"
6. What is the law of England with regard to the guardianship of lunatics?

### REDDIE'S INQUIRIES.

1. State some of the advantages and disadvantages of codification.
2. Give definitions of international law, of public national law, and private law.