

partner and explain the difference, if any, between them in regard to their liability on the contracts of the firm.

EQUITY.

Honours.

1. What is meant by the term "Marshalling of Assets?" What, if any, distinction is there with respect to the same in regard to private bequests, and those to a charity?

2. Define the equitable doctrine of election, and give an example.

3. A makes a mortgage to B for \$1,000, with interest at five per cent. A proviso is inserted in the mortgage to the effect that if the interest be not punctually paid seven per cent. shall be charged. Explain the effect of such proviso.

4. Are there any cases in which mere inadequacy of consideration will constitute a ground for avoiding a contract? If so, what?

5. Define mistake, and distinguish between the relief granted in cases of mistake of law and mistake of fact respectively.

6. To what extent does the lien of a solicitor on the deeds, books and papers of his client extend?

7. A, knowing that there is a valuable coal mine on B's farm, enters into a binding contract with him for the purchase of the same at the ordinary agricultural value. B at the time is ignorant of the existence of the mine, but after the contract is signed discovers it, and seeks to have the contract set aside. Can he succeed? Explain.

CONTRACTS STATUTES.

Honours.

1. A offers B by letter a certain number of sewing machines at a certain price. B by letter accepts the offer. Is A bound to deliver the sewing machines? If not, why not?

2. A sells B a piece of plate. The plate is marked with the Hall Mark, but A knows it is not sterling silver. B pays for the plate as if it were sterling silver. He afterwards finds he has an inferior article. Is A liable? Why?

3. A puts \$1,000 to B's credit in order that B, on the strength of this fictitious credit, may get goods from C, the understanding being that as soon as the goods are got the \$1,000 will be returned. Before B obtains the goods

A demands back his \$1,000. B refuses to return the money. Can A compel him to return it? Why?

4. "An executed contract cannot be discharged by a parol waiver." Why? What exception?

5. When a contract is broken and action is brought upon it, how can we arrive at the amount which the plaintiff, if successful, ought to recover?

6. If the direct object of the parties to a contract is unlawful, but their intention innocent, how far is the contract void?

7. A verbally orders from a cabinet-maker a cabinet to cost \$40. At the time the agreement is made no such cabinet is in existence, but it is made according to instructions. Then A refuses to take it. What defence has A to an action by the cabinet-maker?

Miscellaneous.

SLIGHTLY PERSONAL.—It used to be the custom for judges when on circuit, in Scotland, to march in procession with the municipal authorities to the kirk on Sunday. Lord Cockburn, in his diary, relates that when Lord Moncrieff was at Glasgow, judicially, for the first time, he went to hear his friend, the pious and venerable Dr. Brown, preach. He was unwigged, but perfectly well known in the congregation. The minister was not dreaming of this judge, or of circuits, or any modern thing of the kind, but his text began: "There was in a city a judge, which feared not God, neither regarded man." He had only announced his text when the turning of all heads made him see the learned lord, and he could hardly proceed for confusion and horror.

NEW LAW BOOKS.—The Blackstone Publishing Company, as a result of their enterprise in publishing law books at low rates, have sold 240,000 volumes of their first and second series in two years. To those who do not wish to duplicate their libraries, they now offer the privilege of selecting twelve or more volumes from the first and second series at the yearly rates. The third series will commence on December 1st, 1888. A partial list of the books recommended by the general