

Cousineau v. City of London Fire Ins. Co., 12 P.R. 513, followed.

A. Hoskin, Q.C., for the defendants.

C. Millar for the plaintiff.

FERGUSON, J.]

[Oct. 14.

SANVIDGE *v.* IRELAND.

Solicitor's lien—Settlement of action by parties without intervention of solicitors—Order for costs—Notice before money paid—Notice to solicitor instead of party personally.

Where a compromise of the action has been effected between the parties without the intervention of the solicitors, in order to entitle the plaintiff's solicitor to enforce his lien for costs upon the fruits of the litigation, by means of an order upon the defendant, collusion must be shown, or the act complained of must have been done after notice from the solicitor complaining. And where parties made such a compromise, and the plaintiff's solicitor gave notice to the defendant's solicitor, after the agreement but before payment of the money agreed upon, Held, that this was sufficient notice.

Tytler for the plaintiff's solicitor.

J. A. Macdonald for defendant.

BOYD, C.]

[Oct. 16.

AYERST *v.* MCCLEAN.

Parties—Action of foreclosure—Mortgage made after 11th March, 1879—Wife of Mortgagor—Dower.

The wife of a mortgagor who has joined in a mortgage, made after 11th March, 1879, only for the purpose of barring her dower, is properly made a defendant to an action of foreclosure, in order that she may either redeem or protect her interest by asking for a sale; and being so made a defendant, and submitting to a foreclosure, no question could arise as to her dower being effectually extinguished. If the mortgage is before the Dower Act of 1879, the case is governed by the former law; therefore, the date of the mortgage is material, not that of the marriage.

Report of *Re Hewish*, 17 O.R., at p. 457, corrected.

T. R. Ferguson for the plaintiff.

Pepler, Q.C., for defendant Margaret McClean.

Law Students' Department.

EXAMINATION BEFORE TRINITY
TERM: 1890.

CALL.

Harris—Broom—Blackstone.

Examiner: R. E. KINGSFORD.

1. If a passenger buys a ticket from the G. T. Railway from T. to B., via the N. Y. C. Railway, and is injured on the N. Y. C. Railway by the negligence of that company, against whom could he recover damages? Why?

2. If from the negligent manufacture of fireworks a bystander looking on at a pyrotechnic display is injured, could he recover against the manufacturer? Why?

3. In an action for malicious prosecution, what power has the jury in regard to inferring want of reasonable and probable cause from the fact of malice?

4. By what evidence of provocation may the charge of murder be reduced to manslaughter?

5. Of what crime would a man be guilty who should break into another's dwelling house at night for the purpose of getting some chattels belonging to himself?

6. When will coercion of the husband be a sufficient excuse for the wife on a criminal charge?

7. What is the main distinction in regard to the remedy in a case where a magistrate acts without jurisdiction, and a case where he acts erroneously within his jurisdiction?

8. What is the legal right of the owner of surface soil to the support of adjacent mineral soil owned by another party?

9. When can a party injured by the violation of a statutory duty, with or without a penalty attached for violation, recover damages therefor?

10. A statute is passed which without directly saying so, in effect repeals a prior statute. In the next session an amendment is made to the first statute as if it were still in existence. What is the effect?

Contracts—Evidence—Statutes.

Examiner: R. E. KINGSFORD.

1. A. is a creditor; B. principal debtor; C. the surety. A. gives time to B. C. knows that A. does so, but there is no reservation of the rights of A. against C. What is the effect as regards C.?

2. By an unlawful agreement money is to be paid over. Subsequently, by agreement, securities for the payment are taken in lieu of the money. How far are they valid?