

LAW STUDENTS' DEPARTMENT.

3. In what cases is the maker of a note or the acceptor of a bill entitled to presentment?

4. Under what circumstances can a creditor legally claim interest on his claim against a debtor?

5. When goods are distrained for arrears of interest or rent what notice of sale is required?

6. A. executes a chattel mortgage to B., and subsequently assigns to C. for the benefit of all his creditors; E. and F. are execution creditors of A., with writs against goods in the Sheriff's hands. What steps can be taken, and by whom, to contest the validity of B.'s chattel mortgage?

7. In a redemption suit on default of payment according to the report what right has the defendant?

8. What is the position of a third party as to production of documents and examination, such third party having been brought into the action by a defendant, and having entered an appearance?

9. What is the general rule as to what facts must be pleaded by a party in an action?

10. On an assignment of a chose in action what effect has notice in writing to the original debtor of the fact of such assignment?

Call to the Bar.

HARRIS ON CRIMINAL LAW—BROOM'S COMMON LAW—BLACKSTONE, VOL. 1.

1. Explain what is meant by *involuntary manslaughter*?

2. What statutory change has been made in the common law mode of trying *accessories*?

3. Define the crime of *embezzlement*.

4. On a trial of A. for the murder of B., will evidence be received to prove that, on a former occasion, A. attempted to murder B.? Reasons.

5. What are the three classes of acts which the crime of *treason* comprises?

6. What facts are necessary to make a *finder of goods* guilty of *larceny*?

7. What facts must be proved to establish a case of *slander of title*?

8. Explain briefly the nature of the *malice* which is required to support an action for *malicious prosecution*?

9. Of what four parts does every law consist according to Blackstone?

10. What is the effect upon a statute of a *savings clause* which is totally repugnant to the body of the Act? Why?

CONTRACTS—EVIDENCE—STATUTES.

1. A. asks B. to put his name on the back of a bill of exchange, telling him that it is a guarantee. B. does so on the faith of the representation, and without seeing the face of the bill. How far is B. bound? Why?

2. A. makes a will by which he leaves a large share of his estate to B., who is not a relative. A.'s relatives attack the will, and seek to throw the burden of proof that the will was not improperly made in B.'s favour upon B. How far are they right? Why?

3. In what circumstances, and to what extent is the knowledge of the parties material on the question of illegality?

4. There is an agreement between A. and B. that B. shall perform certain services. On being asked by A. what he will want for performing such services, B. answers, "I leave it to you." B. performs the services, and then A. declines to pay anything. How far can he do so? Why?

5. What does an acceptance of a bill of exchange admit?

6. A. is indebted to B., and to pay his debt hands A. a bill of exchange, drawn at two months by A. on C.; C. refuses to accept; B. thereupon sues A., who claims that A. having taken the bill, has suspended his remedy thereby. How far is he right? Why?

7. In an action on a bill or note, how do you prove the signature of the defendant?

8. Mention any presumptions drawn from usages of trade.

9. A counsel desires to cross-examine a witness as to previous statements made by the witness in writing without showing the witness the writing. How far can he do so?

10. A. is sued upon a contract by B. He seeks to prove: (a) that it was illegal; (b) that it was fraudulent. How far can he do either?

EQUITY.

1. Distinguish between the rights of an unpaid legatee to compel other legatees to refund—(a) where there was an original deficiency in the assets; (b) where there has been waste by the executors.

2. A. and B. are public singers. A. enters into a bond with B. that he will not sing in Toronto for one year, the penalty in the bond is \$2,000. A. desires to break the agreement and offers B. \$2,000; he refuses it and issues a writ for an injunction restraining A. from singing. Should he succeed? Explain.