

cause of action; (b) notice of action; (c) the nature of the relief to be claimed; (d) in which Division of the High Court to sue; (e) the parties to the action; and (f) the defendant's place of residence.

(a) The cause of action—whether there will be a legal ground of claim at the time of commencing the action; e.g., in the case of a claim under a contract, whether the time at which the promise was to be performed has arrived; or, in the case of a sale of goods for the price of ten pounds or upwards, whether the requirements of sec. 17 of the Statute of Frauds have been complied with prior to the commencement of the action—also whether the cause of action, supposing it to have once existed, has not been extinguished, as by an accord and satisfaction, or merger, or release, or barred by the Statute of Limitations.

(b) As to giving notice of intention to sue—whether the case is one in which notice is requisite, as if it be an action against a justice of the peace for something done by him in the execution of his office.

(c) As to the nature of the relief to be sought—as whether damages shall be claimed, or an injunction, or relief of both these kinds.

(d) As to the Division of the High Court in which the action shall be brought—whether it is one of those that, under the Judicature Act, 1873 (s. 34), must be brought in a particular Division.

(e) The parties to the action—as whether the right to sue is vested in himself solely, or in himself and others jointly, and whether the action should be brought against all of several persons, or against some or one of them only.

(f) The place of residence of the party intended to be sued—whether he is residing beyond the jurisdiction, and, if so, whether the claim is one in respect of which leave to issue a writ for service out of the jurisdiction can be given.

Q.—2. By whom are jurors summoned? Distinguish between the functions and qualifications of jurors in early days of English history and at the present time. Can either party to an action take any objection, and how, to the jurors?

A.—Jurors are summoned by the sheriff. In early times jurors were merely witnesses who spoke from knowledge with reference to the facts in issue. They were accordingly

selected for the very reasons which would now argue their unfitness, viz., their personal acquaintance with the parties and the merits of the cause. Either party may take objection to the jurors or any of them, by challenge to the array or to the poll. (Broom, C. L., bk. 1, c. 4.)

Q.—3. What are the principal rules as to payment of money into court by a defendant in an action?

A.—Money can be paid into court in any action to recover a debt or damages. It may be paid in before, or at the time of, delivering the statement of defence, or at any later time by leave of the court or a judge. It operates as an admission of liability, unless the liability be denied in the defence. But in actions for libel or slander payment into court cannot be accompanied by such denial. Whether the liability be admitted or denied, the plaintiff may accept in satisfaction of his claim the sum paid in; and even though he do not accept it in satisfaction, he may have the money paid to him at once, unless the liability has been denied in the defence, in which case the money remains in court till the court orders it to be paid out. (Ord. XXII., rr. 1-6.)

Q.—4. What are the principal characteristics of a contract under seal as distinguished from one that is not? and is there any qualification of the doctrine of estoppel by deed? What is the principal authority on the subject of such qualification?

A.—The following are the principal characteristics of the contract under seal, as distinguished from a contract not under seal:—(1) A consideration for the promise is not essential to the validity of the contract. (2) The parties to the contract, and those claiming under them, are estopped from denying the truth of the statements contained in the contract. (3) The contract operates as a merger of any simple contract in respect of the same matter. (4) The right of action on the contract is not barred by the Statute of Limitations until the expiration of twenty years from the time such right accrued. (5) The heir or devisee of the promisor may be sued at law on the contract, and is liable thereon to the extent of the value of the real estate descended or devised to him; the promisee being entitled to this remedy independently of that given by the statute 3 & 4 Will. IV., c. 104, which makes the lands of a deceased debtor liable to be admin-