

4. (a) Point out clearly the distinction between a set-off and a counter-claim, and illustrate your answer by an example.
- (b) Will the discontinuance of an action by the plaintiff put an end to a counterclaim delivered by the defendant in the action? Why?
5. When must a defendant in an action for the recovery of land plead his title, and when need he not do so?
6. What exception is there to the Rule that the statement of claim must be served with the writ when serving a defendant out of the jurisdiction?
7. What must a defendant show to be entitled to an order for security for costs in an action brought against him for a libel contained in a public newspaper. Answer fully.
8. A question arising in an action has been referred to an official referee. State briefly what steps the plaintiff must take from the date of the order of reference until he will be in a position to place executions for the amount found due him by the referee in the sheriff's hands.
9. In what proceedings in an action should Long Vacation and Christmas Vacation not be reckoned in computing the time allowed by the Rules?
10. The pleadings in an action were closed upwards of six weeks. The plaintiff gave notice of trial, but did not proceed to trial. Is he liable to have his action dismissed for want of prosecution?
11. How must (a) a lunatic not so found by judicial declaration, (b) an infant, sue and be sued.
12. How should a plaintiff proceed to recover judgment against several defendants where he makes a claim for detention of goods and pecuniary damages, and some defendants appear in the action and others do not.

CONTRACTS.

Examiner: M. H. Ludwig.

1. A. made a verbal promise to B. to pay him \$500 two days after the death of C. If the promise is given for valuable consideration, is it binding on A? Why?
2. What is the law relating to the right of a solicitor to make an agreement with his client respecting costs, or to take from him a mortgage to secure costs (a) in conveyance matters (b) incurred and to be incurred in a lawsuit?
3. A. sent a telegram making an offer, addressed to John Fox, and verbally notified the company that Fox resided at a certain number on Yonge street. The company delivered the message to a John Fox residing on Queen street, and the latter, believing that the offer was intended for him, acted on it and suffered damage. Has he any remedy against the company? Give reasons.
4. Why does it sometimes become necessary to determine the place at which a binding contract has been made? Give three reasons.
5. A. sued B. and recovered judgment. B. appealed to the Divisional Court, and his appeal was dismissed. After A. issued execution on his judgment, B. paid the judgment. Six months afterwards, in an action between C. and D., the Court of Appeal declared the judgment in the action between A. and B. to be erroneous.