

*Held*, that a County Court has jurisdiction to entertain and investigate accounts and claims of suitors, however large, provided the amount sought to be recovered does not exceed the sum prescribed by the Act; and in this case a County Court would have had jurisdiction.

The case, not having been tried by a jury, did not fall under Rule 1172; and the determination of the scale of costs was a matter in the discretion of the court. In the exercise of such discretion the principles of Rule 1172 were applied to the case, and the plaintiff was allowed costs on the County Court scale, and the defendant the excess of his costs incurred in the High Court, as between solicitor and client, over the amount which he would have incurred in the County Court, to be set off.

*Chapple* for the plaintiff.

*D. Armour* for the defendant.

## Law Students' Department.

The following papers were set at the Law Society Examination before Easter Term, 1889:

### CALL.

#### REAL PROPERTY AND WILLS.

1. When a blank is left for the name of a legatee, what is the effect? Explain fully.
2. What is the effect of a bequest to a person for life with remainder to his executors and administrators? Explain fully.
3. From what time are annuities payable which are directed by will to be paid? At what periods are they payable when there is no express direction?
4. When a trespasser is in possession of lands can the plaintiff in ejectment, claiming under a paper title, call upon him under any circumstances to show title?
5. A. agrees to purchase land, and at the time of signing the agreement (which says nothing as to title) he is told by the vendor that the title is defective and cannot be made perfect. What are his rights and liabilities respecting title? Explain fully.
6. When the contract for the sale of land is signed by both vendor and vendee, what are the rights (if any) of the respective wives of vendor and vendee as to dower?

7. When an agreement for sale of land is made by an authorized agent, how should it be signed? Why?

8. What is the rule as to awarding damages in actions for specific performance of an agreement?

9. Where a mortgagor has died intestate since the *Devolution of Estates Act*, how can you enforce the mortgage if no letters of administration are granted? Draw a clause providing against difficulty (if any) in exercising the power of sale in such a case.

10. What is the effect of a conveyance from a man to his wife without the intervention of a third person?

#### HARRIS'S CRIMINAL LAW.

BROOM'S COMMON LAW, BOOKS 3 AND 4.  
BLACKSTONE, VOL. 1.

1. Give an example of *justifiable homicide*, and one of *excusable homicide*.
2. What is the *gist* of the crime of *conspiracy*? Answer in one word.
3. What verdicts are there, any one of which may be rendered on a trial for murder?
4. If a pickpocket should insert his hand in a person's empty pocket, with intent to steal the purse which he supposed to be in it, could he be convicted of any, and if so, of what crime? Reasons.
5. Distinguish *burglary* and *housebreaking*.
6. What difference is there between *larceny* and *robbery* in regard to the *removal* of the goods.
7. What is the main difference between the remedy available against a magistrate who acts without jurisdiction, and that available against a magistrate who acts erroneously within his jurisdiction?
8. Explain briefly the meaning of *damnum absque injuria*.
9. When may one person become liable for a tort committed by another on the ground of *ratification*?
10. What is the effect of a *saving clause* being totally *repugnant* to the body of the act in which it is contained?

#### CONTRACTS—EVIDENCE—STATUTES.

1. A., professing to have authority to do so, makes a lease of B.'s property to C. B. repudiates the transaction, stating that he never gave A. any such authority. What remedy has C.? Why?