

ENGLISH LAW OF COPYRIGHT.

We have been informed on good authority that the Provincial Act 10 & 11 Vic. cap. 28, to which we referred in our last issue as being inconsistent with the Imperial Act 5 & 6 Vic. cap. 45, was disallowed by the Queen.

It is well that this fact should be known to all in any manner concerned in the subject of our remarks. It does not seem to have been known to the Commissioners when consolidating the Statutes of Canada. They appear to have incorporated all the provisions of 10 & 11 Vic. cap. 28, in chapter 81 of the Statutes of Canada. The result is that the greater part of that Consolidated Statute is not only not law but calculated to mislead. The sooner the condemned portions of the act are expunged from the pages of the Statute Book the better.

We cannot understand why our Legislature should not be allowed to amend our laws, including Imperial statutes, directly or indirectly made to apply to us—especially in matters of local concern. If we have the right to enact a copyright law, we should also have the power to alter the terms of an English statute on the subject which is in conflict with our ideas and our wants.

LAW SOCIETY OF UPPER CANADA.

HILARY TERM, 1861.

EXAMINATION FOR ATTORNEYS' ADMISSION.

WILLIAMS ON REAL PROPERTY.

1. Explain the feudal system, and state the effect of its introduction into England.
2. What are the rights of married women, with respect to real estate?
3. What are the limitations upon a mortgagor's right to redeem? and how is this affected by statute?
4. Distinguish between the different kinds of conveyances and their operation.
5. Explain the effect of the provisions of the Statute of Frauds upon interests in real estate.

STORY'S EQUITY JURISPRUDENCE.

1. Distinguish between a bill for account and an action of account at law?
2. Give the principal rules attending the administration of assets in equity.
3. Distinguish between revocable and irrevocable assignments.
4. When is misrepresentation fraudulent?
5. Under what circumstances will a purchase be deemed a trust?

SMITH'S MERCANTILE LAW.

1. Can there be a binding verbal agreement to renew a bill or note? Will it make any difference in the validity of such agreement whether it was contemporaneous with the executing of the instrument or not? Give your reasons.

2. What is the general effect upon a creditor's claim of his taking his debtor's bill or note for the amount; and what would be the effect of the creditor negotiating such bill or note? Will it make any difference in the effect of his so negotiating it whether he does or does not render himself liable on it?

3. Has one partner in a firm of Attorneys an authority to bind his co-partner by a negotiable instrument? Give your reasons.

4. Will a warranty made after a sale be binding? Give your reasons.

5. What is particular and what general average?

BLACKSTONE, VOL. 1.

1. When was the Habeas Corpus Act passed?
2. What is comprised in the right of personal security?
3. What is the definition of municipal law?

STATUTES, PLEADINGS, AND PRACTICE.

1. Give briefly the statutory provisions affecting the exercise of the jurisdiction of the Court of Chancery in this Province.
2. What is the effect of an order for the production of documents?
3. When does publication pass?
4. What changes have the general orders made as to parties?
5. In what cases can a suit within the jurisdiction of the superior courts be sent for trial by a county court judge?
6. In what cases can mesne profits be recovered in the action of ejectment?
7. In what cases and under what circumstances can a writ of replevin issue without leave of a judge?
8. What facts must a plea disclose to amount to a good equitable plea?
9. Under what circumstances can the court or a judge order a person not originally joined as plaintiff in an action to be so joined?

EXAMINATION FOR CALL.

WILLIAMS ON REAL PROPERTY.

1. What are the various kinds of tenures?
2. As to the deduction of a title why are sixty years required?
3. Give the effect of the provincial statute as to barring estates tail.
4. How do voluntary conveyances stand with respect to purchasers and creditors respectively?
5. Distinguish between a stipulation to diminish, and a stipulation to raise interest respectively?

STORY'S EQUITY JURISPRUDENCE.

1. How are purchases from persons in fiduciary relations regarded in equity?
2. What consequences result from the principle that a surety is entitled to all the securities of the creditor?
3. Distinguish between actual and constructive notice?
4. In what cases will an interpleader lie at law and in equity, and when not?
5. What is the doctrine of election?

TAYLOR'S EVIDENCE.

1. When is more than one witness necessary?
2. What is the rule as to the competency of witnesses, and wherein does the law of Canada differ from the law of England in this respect?