

mitted to inquire into the dealings between the plaintiff and Jones fully and freely to ascertain whether Jones and the plaintiff were acting in concert, and whether any false pretence made by Jones was in fact a false pretence by the plaintiff, and for this purpose might investigate all sales of forks made by plaintiff or Jones or either of them under any agreement or arrangement, and the history of all notes received in carrying out such sales, and of all entries in the plaintiff's bill-books and all other books relating to such transaction.

Osler, Q.C., for the plaintiff.

Ermatinger, Q.C., for the defendant.

Mr. Dalton.]

[Sept. 22.]

BRODERICK v. BROATCH.

Notice of trial—Service of before defence filed—Irregularity.

Where the statement of defence was filed on the last day for giving notice of trial for the Belleville Assizes, and a joinder of issue and jury notice were filed on the same day, but after the filing of the defence.

Held, that the service of notice of trial with the joinder and jury notice, on the same day before the filing of the defence, was not an irregularity.

Affirmed by *ARMOUR*, C.J., September 25th.

Mahoney, for the plaintiff.

W. H. Blake, for the defendant.

Ferguson, J.]

[Sept. 24.]

COLE v. HALL.

Mechanics' lien—Priority—Execution creditor—Con. Rule 127.

The plaintiff registered a mechanics' lien on the 29th October, 1887, and commenced his action to enforce it on the 30th November, 1887.

Judgment was obtained on the 14th May, 1888, and on the reference therein ordered, the Master in Ordinary by an order of the 21st August, 1888, made one Rogers, an execution creditor whose writ had been placed in the sheriff's hands on the 3rd November, 1887, a party defendant in his office as a subsequent incumbrancer. On appeal by Rogers under Con. Rule 127,

Held, that the plaintiff's claim was prior to that of Rogers.

C. Millar, for Rogers.

Hoyles, for the plaintiff.

Ferguson, J.]

[Sept. 26.]

EDWARDS v. EDWARDS.

Costs, security for—Garnishing matter—Evidence of residence out of jurisdiction.

In an issue between a judgment creditor and a garnishee as to the liability of the latter to the judgment debtor.

Held, that there was power to order security for costs; but

Held, that the refusal of the solicitor for the judgment creditor to disclose his client's place of abode, was not sufficient evidence of his living out of the jurisdiction to support an order for security for costs.

E. R. Cameron, for the judgment creditor.

Shepley, for the garnishees.

Law Students' Department.

THE following papers were set at the Law Society Examination before Trinity Term, 1888.

FIRST INTERMEDIATE.

REAL PROPERTY.

1. What was the decision in *Taltarum's* case, and what was its effect?
2. What is the difference between a term of years and an estate in fee simple? Explain fully.
3. How was a mortgage regarded at common law, and how in equity? Is there any difference now? Why?
4. What is the rule in *Shelley's* case? Give an example of its application.
5. For how long a period must a vendor of land show title?
6. What is an estate tail?
7. What is meant by an estate in dower, and what by an estate by the courtesy?

SMITH'S COMMON LAW.

1. What is the law in regard to the liability of a tenant of premises which are destroyed by fire?