

## EXAMINATION PAPERS—CORRESPONDENCE.

*Pollock, Best, Byles, etc.*

(Honours.)

1. Discuss the liability on a contract of a minor who represents himself as of full age.
2. Write a short history of varying opinions as to the effect of contracts of a lunatic.
3. Where a difference of local laws is in question, how is the lawfulness of a contract to be determined? Answer fully, stating exceptions.
4. What must be shewn with regard to a representation relied on by the party misled by it for rescinding a contract? Answer fully.
5. "The rules of evidence are generally the same in civil and criminal proceedings." Mention exceptions.
6. Mention and exemplify the different forms of proof of handwriting by resemblance.
7. Where several persons are proved to have combined to effect an illegal purpose, indicate the extent to which the acts or sayings of one may be used in evidence against another of them.
8. Explain accurately the maxim, *Res judicata pro veritate accipitur*.
9. A foreign bill of exchange falls due and is dishonoured at a place in or near to which there is no notary. What is necessary to be done? Answer fully, indicating cases in which protest is excused.
10. What is the effect on the rights of a defendant of pleading payment into Court, and paying in an amount and denying at the same time the whole debt sued for? Answer as fully as you can.

## CORRESPONDENCE.

## UNLICENSED CONVEYANCERS.

To the Editor of the LAW JOURNAL:

SIR,—The unlicensed conveyancer flourishes more powerfully than ever in the country districts, in spite of our long continued efforts to suppress him—and the unhappy practitioner is slowly but surely starving.

For your enduring advocacy you have earned our gratitude—while the Legislature has treated us infamously from a fear of losing popularity—and while the benchers have remained, with one or two

exceptions, inert—you have not been ashamed to raise your voice against an evil that is ruining our profession, and degrading its members. When the Mahon Bank failure caused a flutter in financial circles, the Dominion Government, to protect innocent depositors, passed an Act compelling private bankers to add the word "unincorporated" to their advertisements and signs; would it not also be in the interest of the public to compel every unprofessional conveyancer to have attached to his card, and to every instrument prepared by him, the word "unlicensed," to show persons that in employing him they do it at their peril? If the Government will not even do *this*, then we should not be compelled to pay such an unreasonable amount for our annual certificates. In my town the Division Court clerk does an enormous conveyancing business, and does not confine himself to that either but is, to all intents and purposes, a solicitor aided and abetted by the Government which should suppress him, and by a firm of city solicitors of high standing, so high indeed, that they can, and do act unprofessionally with impunity. Thanking you for your continued support, and trusting that the matter will not be permitted to rest until some measure of relief and justice is obtained,

I am,

Yours respectfully,

RED TAPE.

## CONVEYANCING EXTRAORDINARY.

To the Editor of the LAW JOURNAL:

DEAR SIR,—The following specimen of conveyancing came under my observation the other day. The genius who drew up the instrument is to be found in the Georgian Bay region. It was a mortgage from a married woman—she was made a party of the first part, the husband was made a party of the second part. The property, was her separate property; all through she was the mortgagor, the husband not being joined.

The richest part is where the conveyancer comes to deal with the printed part of the dower clause: he strikes out "wife" and substitutes "husband," and makes the clause say that "the said party of the second part, husband of the said party of the first part hereby bars his dower in the said lands."

The mortgage has been assigned; the assignee