

be divided equally in value between D. and E., share and share alike. A: the time of his decease, A. owned 100 acres of land; would the land pass under this devise? Explain.

3. A. by will bequeaths Whiteacre to B., his widow, to divide among C. and D., his children, as she shall think proper. B. dies without making any selection. Is the gift void? Explain.

4. A. by his will makes a gift to the children of his daughter B. B., who died prior to the date of the will, left no children, but left grandchildren then living. Will they take? Would it make any difference if B. had been living and had no children but only grandchildren at the date of the will?

5. A. by will bequeaths the interest of a fund to B. for life, and after his decease to C. without condition. What interest does C. take? Explain.

Armour on Titles, Statute Law, and Pleading and Practice.

Examiner: M. G. CAMERON.

1. When, if at all, will the taking of possession be considered as a waiver of objection to title?

2. Set out in detail what a solicitor's abstract of title should show.

3. A. conveys a parcel of land to B. The conveyance, which is duly registered, contains a recital of a mortgage previously made by A. to C. upon the same land. The mortgage is unregistered. What, if any, are C's, the mortgagee's, rights against B's? Explain.

4. Where it is necessary to produce and prove an original instrument, when will the production of a certified copy thereof be accepted as sufficient evidence?

5. When is a power of attorney revocable, and when, if at all, is it ever irrevocable?

6. What is meant by taking the account with rests?

7. When, if at all, will a judge on appeal from the decision of a Master reverse his finding on a question of fact?

8. A testator dies on the 1st June, 1890. Within what time may a legatee or next of kin bring an action for the administration of his estate?

9. When, if at all, will a defendant in an action of seduction be entitled to particulars of the times and places of the alleged seduction?

10. A mortgage provides that in default of payment of the interest thereby secured, the principal thereby secured shall become one and payable. Default in payment of the interest is made. Can the mortgagee proceed for the recovery of the principal and interest? What, if any, are the rights of the mortgagor?

Flotsam and Jetsam.

A COUNTRY laird, who had lately been elected to the office of justice of the peace, meeting a clerical gentleman on horseback, attempted jocularly by remarking that he was more ambitious than his Master, who was content to ride upon an ass. "They canna be gotten noo," said the minister, "for they're a' made justices o' the peace."—*Ex.*

WOULDN'T COMMIT HIMSELF.—A county judge sends us the following answer, given in one of his courts by a witness in a case being tried: "He brought it around, so as to give one to understand that he meant you to believe that he might want such a stick." Would we be wrong in assuming that this answer, standing alone, was not considered evidence of such a distinct and positive character as clearly and without doubt to establish the liability of the defendant for the "stick"?

HIGHLAND WITNESSES.—A bevy of Highland witnesses in homespun thronged the Parliament House corridors one day last month, and in Court each was giving his own ideas about a march dyke. One of them was asked whether a certain place was east or west of the said march dyke; and for long the canny Celt was puzzled to say. The question was more than once repeated. "Dear me!" exclaimed the advocate, testily, "can't you answer? Was it east or west of the dyke?" "Well, sir," replied the witness, slowly and with much deliberation, "it would just be very nearly half way." We remember another Highland witness in a right-of-way case some years ago, similarly hesitating over a simple question, until counsel lost patience. "Now, sir, do you understand me?" "Yes." "Then can't you give me a rational answer to the question?"