

also moved substantively for an order for payment of one-third thereof by the plaintiffs.

*Held*, that the Master was right under the terms of the reference not to deal with the question of contribution; but that the defendant St. L. was entitled to a substitutive order against the plaintiffs for payment of one-third of the costs, because the plaintiffs were jointly liable with him and the other defendant therefor.

As there was no need to appeal, and the application might have been made in Chambers, no costs of it were given.

*J. A. Macintosh* for plaintiffs.

*D. W. Saunders* for defendant St. Louis.

C. P.] [Dec. 21.

REGINA v. RICHARDSON. REGINA v.  
ANDERSON.

*Motion—Renewal of, where refused—Indulgence—Merits.*

It is only by the indulgence of the Court that a second application is permitted or entertained, where the first application has been refused. And where the defendants' applications for orders *nisi* to quash convictions were refused upon the ground of non-compliance with the statute and rule requiring a recognizance and affidavit of justification to be filed, and the Court upon such applications was not favourably impressed by what was urged as the merits of the applications;

*Held*, that the indulgence of the court ought not to be extended in favour of fresh applications made by the defendants upon new material supplying the defects.

*DuVernet* for defendants.

## Law Students' Department.

### CERTIFICATE OF FITNESS.

*A. mercantile Law—Practice—Statutes.*

Examiner—R. E. KINGSFORD.

1. What is a *Bill of Lading*? Explain what statutory rights have been conferred upon the endorsees of such bills, and state the reason for the legislation.

2. Define chose in action. In an action by an assignee of a chose in action, what statutory requisite is there as to pleading?

3. A. being indebted to B. on a promissory note for \$500, dated 3rd November, 1883, on

5th November, 1889, pays B. \$100 on account, and B. (A. being present) endorses on the note a memorandum of such payment. A. never pays any more, and B. sues on the note, relying on the endorsement made by him as taking the case out of the Statute of Limitations. How far is B. right? Why? How far could he rely on the payment of the \$100 apart from the memorandum?

4. A. is indebted to B. There are other creditors of A. besides B. B. wishes to get immediate judgment against A.: what procedure is forbidden to B. by statute? Indicate a mode of procedure whereby B. can secure immediate judgment against A. which he can hold against the other creditors. What practical check have the other creditors when B. tries to realize on his execution?

5. Where an assignor for the benefit of creditors is a member of two different co-partnerships, what statutory rule is laid down as to the priority in which the creditors' claims shall rank on the several estates?

6. What statutory requisites for the renewal of chattel mortgages?

7. To what extent is an agent entrusted with possession of goods deemed to be an owner thereof?

8. Upon what material and at what stage of an action can you obtain the oral examination upon oath of a party to such action touching the matters in question therein?

9. On what material can you obtain an order of Replevin?

10. In the undermentioned cases when can service out of the jurisdiction of a writ of summons be allowed by Ontario Courts? (a) Cases of Contract. (b) Rectification of deed.

### *Real Property and Wills.*

Examiner—P. H. DRAYTON.

1. What, if any, distinction is there between the covenants for title in a statutory short form deed, and the statutory short form mortgage?

2. Explain the provisions of the Registry Act with regard to notice.

3. In searching a title you find a discharge of a mortgage to A., a deceased person, executed by B., one of three executors under A.'s will. Would you consider this a valid discharge? If so, why? If not, why not?

4. Under what circumstances will illegitimate children take under a will, under the general designation of children?