

Prac.]

NOTES OF CANADIAN CASES—EXAMINATION PAPERS.

Wilson, C. J.]

NEALD V. CORKINDALE: FOSTER,
THIRD PARTY.

County Court action—Third Party—Trial of issues between defendant and third party—Investigating accounts beyond pecuniary jurisdiction of County Court—Prohibition.

An action in a County Court on a promissory note made by the defendant, in which the defendant claimed indemnity against the third party. The third party having appeared, the learned Judge of the County Court directed certain issues to be tried between the defendant and the third party. At the trial he found for the plaintiff, and investigated accounts between the defendant and the third party amounting to more than \$10,000 upon which he found that a balance of more than \$3,000 would be payable to the defendant; and he directed that the third party should, out of this balance, pay to the defendant the amount of the plaintiff's claim. On a motion for a prohibition,

Held, that the order directing the issues between the defendant and the third party, and the proceedings taken under it, were right.

Held also, that as the only relief which could be given to the defendant against the third party was protection against the demand of the plaintiff, which was within the pecuniary jurisdiction of the County Court, the learned Judge was not acting beyond his jurisdiction in investigating accounts of sums beyond his jurisdiction.

J. H. Macdonald, for the motion.

McMichael, Q.C., and Ogden, contra.

SECOND DIVISION COURT COUNTY
ONTARIO.

Div. Ct.]

LAWSON V. LAWSON.

[Feb. 4.]

Estoppel—Exemption.

Per DARTNELL, J. J.—A judgment debtor, who has been examined as such, and who then swore that he had no chattels, or any interest in such, is estopped from afterwards making

claim to a joint interest in certain farm implements.

Chattels jointly owned, or held in partnership, are not exempt from seizure and sale under an execution against one of such joint owners or partners.

LAW STUDENTS' DEPARTMENT.

EXAMINATION QUESTIONS.

Pollock on Contracts.—Byles on Bills.—Best on Evidence.

1. Point out as accurately as you can the tests of cases in which a corporation will be bound by a contract not under seal.
2. Compare our contracts under seal with the formal contracts of the Roman Law.
3. Explain the words "*unlawful intention*" in the rule: "If the unlawful intention is at the date of the agreement common to both parties to it, the agreement is void."
4. Define warranty. Discuss its applicability or inapplicability to the law that a buyer has a right to expect a merchantable article answering the description in the contract of purchase.
5. Is a verbal acceptance of an inland bill of exchange binding, and why? Give a brief sketch of any changes in the law on the subject.
6. What peculiarity is there as to the law of consideration as applied to promissory notes? In how far is partial failure of considerations a defence?
7. Mention the different kinds of *presumptions* in relation to the disposal of matters of fact by Courts giving examples of them.
8. What was the common law rule as to the admissibility of the evidence of a wife on the part of her husband, and what changes have been made in the law in that respect?
9. Write short notes on the rule of practice which prohibits *leading questions*.
10. Point out the practice (a) where plaintiff makes default in delivery of statement of claim, and (b) where defendant makes default in delivery of statement of defence.