

upon which he shall enter all actions wherein, after close of the pleadings, notice of trial has been given by either party.

Either party shall be at liberty to give ten days' notice of trial in respect of such non-jury cases, and to enter the same on the trial list. Such actions may be tried in the order in which they are entered at the current or next available sittings of the court.

In addition to the above, the following rules were passed on the 4th of January, 1894 :

In cases of non-jury actions to be tried at Toronto, notice of trial may be as follows :

"In the High Court of Justice, — Division : A. B. v. C. D. :

"Take notice of trial of this action (or the issues in this action ordered to be tried) at the City of Toronto in ten (or five) days after the service thereof, or as soon thereafter as the court may be sitting for the trial of actions without a jury.

"Dated, etc.

"X. Y., Plaintiff's Solicitor.

"To , Defendant's Solicitor."

After the expiration of the time mentioned in the notice of trial of an action in Toronto, without a jury, either party may enter the action for trial. If both parties enter the action for trial, it shall be tried in the order of the plaintiff's entry.

The party entering the action for trial in Toronto without a jury shall at the time of the entry thereof deliver to the proper officer one copy of the whole of the pleadings in the action, for the use of the judge at the trial, such copy to be certified as a true copy by the officer having charge of the pleadings filed, and to be called the record.

Actions to be tried in Toronto without a jury may be entered for trial before or during any sittings for the trial of actions without a jury ; but no such action shall be placed on the peremptory list for trial before the day following that on which the same is entered.

Law Students' Department.

LAW SCHOOL EXAMINATIONS.

First Year—September, 1893.

EQUITY.

Examiner : A. W. Ayloun-Finlay.

1. What is implied by the term "accident," as used in equity? In what cases, if any, will it not be relieved against?
2. How far is a contract induced by fraud *void*? May it ever be enforced by third parties?
3. A grocery business is carried on in mortgaged leasehold premises. On foreclosure, is or is not the good will of the business included in the mortgage, and why?
4. What is meant by a resulting trust? Give examples.
5. A. does not act injurious to the rights of B., and without his acquiescence. Subsequently B. gives an express promise to A. that he will not take legal proceedings to have the injury done to him redressed. How far is B. barred from afterwards taking such proceedings, and why?