

DIVISION COURT.

Div. Court, Ottawa.]

[Dec. 10, 1887.

MASSON v. WICKSTEED.

Cheque of the President of an Incorporated Company—Personal liability.

This was an action brought to recover the value of a dishonoured cheque drawn by the defendant as President of the Coffee House Company, in his the plaintiff's favour, for wages due to him as manager.

The cheque read as follows :—

"Charge to account of Temperance Coffee House Company.

"Ottawa, 30th April, 1887.

"To the Bank of Montreal, Ottawa, pay to W. T. McCulloch, or order, the sum of Fifty Dollars.

"\$50.00.

"R. J. WICKSTEED,

"Pres. O. T. C. H. Co."

LYON, Co. J., held that the defendant was personally liable for the cheque, although signed by him in his quality of President of Coffee House Company, because the corporate name of the Company was not included in the body of the cheque, or properly attached to it.

Law Students' Department.

IN compliance with numerous requests, we have decided to establish a Students' Department in the LAW JOURNAL, wherein information of interest to students will, from time to time, be given. In this number we publish some of the papers set at the examination before Hilary Term, 1888.

LAW SOCIETY EXAMINATION
QUESTIONS.

FIRST INTERMEDIATE.

REAL PROPERTY.

1. What was the object of the Statute of *Quia Emptores*?
2. What is meant by a feoffment with livery of seisin?

3. Explain the nature of an estate tail, and state what words are necessary to create it.

4. What is a use?

5. What is meant by a term of years?

6. What length of time is given to a person interested within which to register a will?

7. What is the difference between a surrender and a release?

SMITH'S COMMON LAW.

1. Is a husband liable in any case for a tort committed by his wife during coverture? If so, in what cases?

2. What implied authority has a wife to bind her husband for the price of goods which she buys (a) when she lives with her husband, (b) when she does not live with him?

3. Define *recapture* or *reprise*; and explain on what conditions it is lawful.

4. Is there any difference between the power of an executor and that of an administrator to contract and do other acts before issue of probate or letters of administration respectively? If so, what, and why?

5. Explain the difference between a *penalty* and *liquidated damages*.

6. Define *stoppage in transitu*. How and when may it be exercised, and how defeated?

7. Explain what is meant by *conclusive* and *inconclusive presumptions* of law; and give an example of each kind.

EQUITY.

1. What is meant by the maxim, "Equality is equity?" Illustrate.

2. Distinguish between an executed and an executory trust.

3. A, assigns a debt due him from B, to C. C does not in any way communicate with B. In the meantime A makes another assignment of the debt to D, who notifies B of the same, and the money is paid to him. Has C any remedy against B? Explain.

4. Distinguish between a resulting trust and a constructive trust.

5. A and B entered into a contest in which it appears to the Court that their equities are in all respects equal. What principle will the Court proceed on in determining who should succeed? What maxim would govern the case?

6. If time is not made originally the essence of the contract, how can it be made so?

7. What is a *post-obit* bond?