

## LAW STUDENTS' DEPARTMENT—EXAMINATION QUESTIONS—CORRESPONDENCE—REVIEWS.

7. In how far is the production of a bill of exchange from the custody of the acceptor evidence of his having paid it.

8. Where, by the law of a foreign country, the Statute of Limitations concludes a person from recovering on a note when five years overdue, and a note made in that country is sued on in Canada five years and six months after maturity, can any, and, if so, what, advantage be taken of the foreign Statute? Explain fully, giving reasons for your answer.

9. In case of a demurrer to a replication where you are acting for the plaintiff, what matters would you deem important to consider before taking the next step in the suit? State the different courses which might be pursued, and the considerations which would govern in adopting any of them, giving grounds statutory or otherwise for what you would do?

10. What is the effect of pleading a defence arising after the commencement of an action with other pleas of defences arising before action? State fully the authority for your answer.

## FOURTH YEAR SCHOLARSHIP. MICHAELMAS TERM, 1877.

*Benjamin on Sales.*

1. Where an agent contracts in his own name, is it competent for either (1) agent or (2) party with whom he contracts to shew that the contract was really made with the principal? Give the reasons for your answer.

2. Explain the distinction between "bar-gain" and "agreement."

3. What are the rules for determining whether the property in goods has passed from the vendor to the purchaser?

4. Explain what is meant by mistake; and state in what cases can contracts, carried into effect under a continuance of mistake, be set aside.

5. What concurrent conditions, in the nature of mutual conditions precedent, must be shewn by a party seeking to enforce a contract?

6. What is meant by a *del credere* commission?

7. Define shortly what is meant by the term "a contract for the sale of a chattel."

*Lectures of the Law Society.*

TO THE EDITOR OF THE LAW JOURNAL :

DEAR SIR.—Allow me a space in the "Students' Department" to say a few words in favour of the country students. Those who are fortunate enough to be in a Toronto office, have the full benefit of these Lectures, which we, as country students, have not. They have the advantage over us. Is there not some way by which we can have the same benefit? For instance, could not these lectures be published in pamphlet form by the Law Society? Almost every student in the Dominion would subscribe. Barristers would do the same. Or, if the Law Society cannot arrange the foregoing, let them publish these Lectures in the LAW JOURNAL, and thereby give us a better chance to compete for Honours and Scholarships as well as a better knowledge of Law. Perhaps the Editor of the LAW JOURNAL will enquire about it.

COUNTRY STUDENT.

## REVIEWS.

THE LEGAL NEWS. Montreal : T. & R. White.

We welcome to the field of legal journalism *The Legal News*, published in Montreal, it rises apparently on the ashes of the defunct *Lower Canada Law Journal*. It is to be issued weekly, the publishers being Messrs. T. & R. White. It seems devoted as much to the commercial as to the legal world of the Province of Quebec. We wish it every success.

## CORRIGENDA.

VOL. XIII, p. 358, in Judgment of MORRISON, J.

Line 2—for "motion" read "motive."

1b. for the comma insert a period.

1b. omit from the word "and" to the fourth word in the next line, inclusive.