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NEW COMIC
Law
EXAMINATION QUESTIONS AND ANSWERS.

HILARY-TY TERM, 1867.

BY

WILLIAM MACKAY.

The Examiners:

DR. MARY WALKER - - - Chairwoman.
MR. PAUL BEDFORD.
MR. JAMES MACE.
MISS ADA MENKEN.
MASTER BLIND TOM.

ENTERED STATIONERS' HALL.

LONDON:
BUTTERWORTHS, 7, FLEET STREET,
Law Publishers to the Queen's most excellent Majesty.
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PREFACE.

THIS trifle is respectfully dedicated to those happy Clerks who have passed their final examinations and are now showing their gratitude by slipping right and left into Society generally with Copy Writs, &c.; but should this little Work prove (which the Author very strongly doubts) of the slightest assistance to those unhappy beings who have not yet crossed the Rubicon, his labors will not have been in vain, and he can (at least until next Term) rest and be thankful.

WILLIAM MACKAY,

April 1*st*, 1867. MIDDLE OFFICE, CITY, E.C.

NEW COMIC

Law

EXAMINATION QUESTIONS AND ANSWERS.

I. COMMON LAW.

1. *Q.*—Distinguish between local and transitory actions, and state the maxim of law relating to transitory actions.

A.—A local action is where a man punches your head in your own local-ity. A trance-hit-her-eye action is when in your dreams you accident-ly give your wife two black eyes. The maxim of the law is "don't do it again, or you'll get six months."

2. *Q.*—What is the general rule with regard to the capacity to sue? and what are its exceptions?

A.—The general rule is first to ascertain whether you have the necessary funds for the money out of pocket. The principal exception is, when you are out of cash, and no one owes you any, or feels disposed to supply you with a single shilling.

3. *Q.*—Describe the usual steps in an action at law for debt other than on a bill of exchange, from the issuing of the writ of summons to execution, when the defendant appears and pleads.

A.—The usual steps are stepping into your attorney's office, then stepping out again; finally your debtor steps it, which renders any further steps perfectly ridiculous.

4. *Q.*—Describe the nature and effect of a bill of exchange, the parties to it, and their legal relations to each other.

A.—The "nature" of a bill of exchange is very good if you meet it in a proper manner; but if you shun it, the effect is generally an introduction to Hick's Hotel, Whitecross Street; the legal relations of the parties are then too close to be pleasant.

5. *Q.*—What is a guarantee, and how is it affected by the Statute of Frauds?

A.—A guarantee is a promise to pay another person's debt by a party totally unable to pay his own; the last guarantee the author saw had just been impounded; so he presumes the Statute of Frauds must have given it a tremendous dressing.

6. *Q.*—State generally the provisions of the 17th section of the Statute of Frauds with respect to the sale of goods and chattels.

A.—The provisions of the 17th section of the Statute of Frauds follow the 16th and precede the 18th sections.

7. *Q.*—Describe the usual proceedings in an action of ejectment.

A.—The usual proceedings are the frantic struggles of various parties in

their endeavours to obtain possession of houses, &c., these parties having less right to them than the parties holding them; the latter parties having no right to them whatever.

8. *Q.*—How is a tenancy from year to year determined?

A.—By a violent earthquake.

9. *Q.*—What is the proper course to be pursued by the plaintiff where personal service of a writ of summons cannot be effected?

A.—He had better give it up as a bad job.

10. *Q.*—What is the meaning of the terms primary and secondary evidence? And are there any degrees of secondary evidence?

A.—Primary evidence is where a witness is primed to swear through thick and thin; secondary evidence is evidence given in the Secondaries Court. There are ninety degrees in the shade of second-airy evidence.

11. *Q.*—Explain the meaning of the word "consideration" when applied to contracts, and state the distinction between simple contracts and specialties with respect to the parties entitled to sue thereon.

A.—Consideration means leaving the inside of an omnibus when the rain is pouring down in torrents and riding on the roof to oblige an utter stranger; this is a very "simple contract" when there are no "special-ties" between the parties.

12. *Q.*—Explain the nature and effect of a demurrer.

A.—A demurrer is when a man has a good feed at a cook shop and demurs paying for it; the effect is generally a rapid visit to a neighbouring police court.

13. *Q.*—If points of law are reserved at nisi prius, state the usual steps by which they are subsequently disposed of.

A.—Solicitors on both sides draw more cash on account; the court is then moved, although it generally remains stationary; counsel (provided they have had refreshers) then use their best endeavours to confuse everybody, and the result is generally disastrous to all parties.

14. *Q.*—What is a chose in action? Can the assignee of a chose in action maintain an action in his own name? State also the exception to the rule.

A.—A chose in action is when a man chooses to bring an action in the Court of Queen's Bench to recover 1*s.* 3*d.* The assignee may maintain an action of this sort if he is a lunatic. The exception would be if the author was asked to do it.

15. *Q.*—In what cases is a husband liable for debts contracted by the wife after the coverture?

A.—Generally till she's defunct, or the husband gives up the ghost.

II. CONVEYANCING.

1. *Q.*—Give the short heads of a "conveyance in fee" from A. to B. on a purchase.

A.—A conveyancing fee averages from five guineas upwards; the short heads are those who pay the fees down; long heads generally require about two years' credit for the same.

2. *Q.*—A testator by his will gives the residue of his personal estate to

A., B. and C. in equal shares. A. dies in the lifetime of the testator. To whom will the share of A. go?

A.—Presuming the testator dies not worth a penny all parties share alike, and the residuary legatee gets totally disgusted.

3. *Q.*—If a bastard die intestate, to whom will his estate, real and personal, go? Is there any distinction between the realty and personalty?

A.—If his estate is only worth "five shillings," as a matter of course it merges in the "crown;" the distinction between the realty and personalty in a case like this would be as follows:—if nil gives nothing, what does not anything at all give?

4. *Q.*—If a vendor of a freehold estate dies before he has conveyed the estate to the purchaser, to whom will the unpaid purchase-money belong?

A.—To the party who by law is the only person that under any circumstances can be possibly entitled to it.

5. *Q.*—On a contemplated reconveyance of a mortgaged estate, would you allow such reconveyance to be indorsed on the mortgage deed? If not, why not?

A.—Certainly not, because it would reduce my bill of costs.

6. *Q.*—A husband, in contemplation of his marriage with a lady possessing no fortune, settles 10,000*l.* belonging to him upon trust to pay the income to him for life or until he shall become bankrupt, and on his death or bankruptcy to pay the income to the intended wife for her separate use. If the husband become bankrupt, will the trust in favour of the wife take effect?

A.—In the present fearfully foggy state of the bankruptcy laws, we should say that either "yes" or "no," or "both," would be correct answers.

7. *Q.*—State shortly the ordinary trusts in a marriage settlement of personal estate.

A.—Ordinary trusts are getting as much credit as you possibly can for butchers', bakers', and tally bills.

8. *Q.*—A gentleman has four sons, John, James, Arthur and Joseph. The two elder sons, John and James, are married. John has two sons, Alfred and Peter, and James has one son, William. The gentleman desires to devise his real estate in strict settlement. Give an abstract of the proper limitations.

A.—Presuming the gentleman had no estate to devise, it would rather puzzle anybody to devise any satisfactory abstract whatever.

9. *Q.*—If A. lend to B. & Co. a sum of money upon a contract in writing that A. shall receive a rate of interest varying with the profits of the trade carried on by B. & Co., or a stated share in such profits, will such loan constitute A. a partner with B. & Co.?

A.—No; it will constitute him a maniac, on the old principle that fools and their money are soon parted.

10. *Q.*—In what parts of England is a registration of a conveyance necessary?

A.—Taking honesty at its present market price, we should deliberately say "all parts."

11. *Q.*—What is the difference between a specific and a general legacy? Give an instance of each.

A.—A specific legacy is when you leave a man nothing and bind him down not to spend it all at once. A general legacy is when you have nothing to leave and give particular directions that all parties may do as they please with it. The author declines giving an instance, as he makes a rule now, never to give anything.

12. *Q.*—In an agreement for a lease it is stipulated that the lease shall contain "usual covenants." What are "usual covenants?"

A.—Usual covenants, as they are generally observed by tenants of the present day, consist, in never paying rent; bolting the night before quarter day; and then demanding 10*l.* before they give the key up.

13. *Q.*—A. by will devises his estate called Blackacre to B. and gives the residue of his real estate to C. B. dies in testator's lifetime. To whom will Blackacre go?

A.—As "Blackacre" is a fixture and immovable the author cannot very well see how it can "go" anywhere, and therefore respectfully refers this query to some "Wiseacre" for a solution.

14. *Q.*—What is now the construction of the words "die without issue" in a will?

A.—The construction is this—it means if the testator never had a child when living, the probabilities are very much against his having any when defunct.

15. *Q.*—Trustees under a settlement of real estate have a power of sale with the consent of the tenant for life. The tenant for life incumbers his life estate; can he afterwards consent to a sale?

A.—Certainly if all parties are alive and willing, and no one on the face of the earth can or does object to it.

III. EQUITY.

1. *Q.*—How is an order of course obtained for taxation of a solicitor's bill, and what are the circumstances which will prevent it?

A.—By applying for it in the usual way; the only thing to prevent it, would be never applying for it.

2. *Q.*—How is an attachment issued, and to whom is it directed?

A.—An attachment is issued and directed by writing to the lady of your love, and putting her proper address on the envelope.

3. *Q.*—Draw the costs on the higher scale for a fund out of court. Length of petition forty folios, supported by two affidavits of twenty folios and fifteen folios respectively.

A.—The author never draws anything but his salary, and he would feel very happy in drawing it much oftener than he does.

4. *Q.*—What are the investments prescribed by the Lands Clauses Consolidation Act for the purchase-money of the land of a party under disability, and how is it dealt with in the meantime?

A.—The investment prescribed is one thing; how the purchase-money is dealt with is another; but generally quite contrary to the proper course.

5. *Q.*—When may the plaintiff in a suit move for a decree?
A.—When he thinks proper to put his legs in motion.

6. *Q.*—Give the form of notice or motion for a decree.
A.—The author never gives forms away; they may be purchased in Chancery Lane.

7. *Q.*—What are the circumstances under which a company under the Limited Liability Act may be wound up by the Court of Chancery?
A.—A company may be wound up like a clock when it has been going on "tick" ever since it has been formed.

8. *Q.*—How, and upon what notice, is the order for winding up such a company obtained?
A.—Orders are generally obtained by travellers calling for them; whether that method applies to this case, see Byles on Waterbutts, new edition.

9. *Q.*—On what amounts is the lower scale of costs chargeable? and give the form of certificate for the application of it.
A.—On all amounts where the higher scale does not now nor ever did apply; the author repeats, he will not give either forms or chairs away.

10. *Q.*—Give a form for the admission of documents in a suit between the plaintiff and defendant.
A.—Here it is "as you" insist on asking for something; admit these documents on payment of the "Dog tax" and ad valorem duty on all puppy "followers."

11. *Q.*—How is evidence taken in a suit in the Court of Chancery?
A.—By asking parties questions, and getting their replies.

12. *Q.*—State generally in what cases the court will entertain a bill for an account.
A.—In all cases not prohibited; cases of brandy and cigar cases are doubtful.

13. *Q.*—What is meant by a wife's equity to a settlement, and by what circumstances is it regulated?
A.—It means her right to her old man's wages on a Saturday night; the amount is regulated by finding out whether he has been at work all the week or not; and how many times during the same period he has been gloriously swipey.

14. *Q.*—Has the Court of Chancery jurisdiction to try a legal right in any and what cases?
A.—Certainly; and if not, why not? Echo answers "Ah, there you had me."

15. *Q.*—When is a defendant entitled to move to dismiss a bill?
A. Any time before he's defunct; afterwards only by special leave of the undertaker.

IV. BANKRUPTCY.

(*Hooray!! Now the Author's in his Element.*)

1. *Q.*—What are the requisites to constitute a petitioning creditor's debt?
A.—Give him 10*l.*, he'll swear anything.

2. *Q.*—Describe some of the acts of bankruptcy most frequently occuring in practice.

A.—Getting head over ears in debt; paying nobody; and giving bills of sale of your furniture and effects to about nine different people.

3. *Q.*—State the mode in which the joint and separate estates of partners are dealt with in an adjudication against the firm.

A.—Each partner collars and sticks to all he can first; then their solicitors and the Court of Bankruptcy swallow up the remainder; and the creditors get what's left, which generally consists of "an office copy proceedings" for their share.

4. *Q.*—What are the different modes of taking an estate out of bankruptcy after adjudication?

A.—As the author so seldom hears of any bankruptcy having a greater estate than the necessary costs of filing, and nine times out of ten not even that, he can hardly give a satisfactory reply to this query.

5. *Q.*—What are the principal requisites to make a composition deed binding on all the creditors of a debtor?

A.—Rush round to your friends (if you don't owe them any money) with a bundle of I O U's in your fist; get their signatures to the deeds first; then hand them the acknowledgments; make your affidavit; and the job's done.

6. *Q.*—Can a proof be made against a bankrupt's estate for unliquidated damages, in any, and what, cases?

A.—Certainly: for instance, for cutting his water-pipe away; and fixing the gas-pipe in its place.

7. *Q.*—What are the principal requisites to give the assignees a title to goods as in the order and disposition of the bankrupt?

A.—The principal requisites are: first, that the bankrupt at some time or other once had goods; and secondly, that the assignees are alive and kicking.

8. *Q.*—In what respect do the requisites to found an adjudication against a trader and a non-trader differ?

A.—Not much; the money out of pocket is about the same.

9. *Q.*—If the business premises of the bankrupt be mortgaged, what are the rights of the assignees as regards the trade fixtures and fixed machinery?

A.—The assignees' rights are generally barred by a friendly landlord.

10. *Q.*—What is the position of an equitable mortgagee of the bankrupt's real or leasehold property, and how is such mortgagee affected by the bankruptcy?

A.—It depends whether the mortgagee is standing or setting; he is seldom affected by the bankruptcy unless his security turns out worthless; then he generally gets tight, opposes the wrong bankrupt, and bullies the commissioner.

11. *Q.*—In what respects, as regards the title of the assignee and the accounts to be furnished by the bankrupt, does an adjudication founded on the bankrupt's petition differ from one founded on a creditor's petition?

A.—It differs in this manner; that they are both alike; and therefore the distinction cannot be easily discovered.

12. *Q.*—What is stoppage in transitu, and when may it be resorted to?

A.—A stoppage in transitu is when you are riding in a four-wheel cab, and the axle-tree breaks, the wheels fly off right and left into various tradesmen's shops, whilst the top, bottom and sides of the cab fall to pieces; the driver has a fit, and his horse gives up the ghost; this is only resorted to when it cannot be helped. N.B. This answer last year gained the Lunatic Society's prize, namely, a glass umbrella.

13. *Q.*—Can the holder of a bill of exchange, not arrived at maturity, petition for an adjudication or prove under a bankruptcy?

A. He can, if he don't mind being most thundering sorry for it.

14. *Q.*—How will the omission to register a bill of sale affect the rights of the assignee of the grantor; and will it make any difference if, before the bankruptcy, the grantee shall have removed the goods into his own possession?

A.—Very little; as bill of sale gentlemen mostly borrow all they can on their goods; put the greater portion of the cash in their pockets; file with the balance; and then ram the landlord in for rent that's not owing, to protect their sticks; till they get all serene again.

15. *Q.*—What are the principal acts of a bankrupt, which, under sect. 221 of the Bankruptcy Act, 1861, constitute misdemeanors?

A.—The principal acts of a bankrupt to constitute misdemeanors, would be giving the commissioner a black eye; warbling in court the mournful ditty "He's a pal o' mine;" asking the registrar what he's going to stand; and dancing a hornpipe on the crown solicitor's new hat.

V. CRIMINAL LAW.

(*Ah! this is the Author's forte.*)

1. *Q.*—Describe the meaning of the term "a summary conviction," and state several of the offences that may be prosecuted and punished by a summary proceeding and conviction.

A.—A summer-y conviction is giving a man six months in July; the offences are numerous; but walking down Cheapside in the costume of the Greek slave is one of them.

2. *Q.*—What is the course of proceeding to be taken in order to obtain a summary conviction? And what is the principal statute now in force on the subject?

A. Not to charge any one in the winter months; the principal statute is "1 & 2 Treadmill, 3 chaps, 4 sick of it."

3. *Q.*—Name and describe, as fully as you can, what acts amount to acts of vagrancy, for which a person may be summarily convicted by magistrates.

A.—The principal acts are breaking open your neighbour's plate chest, on the plea of looking for a Chelsea 'bus there; hawking and spitting without a licence; begging for arms when you haven't got a leg to stand on; refusing to work when there's none to do; and finally, having no family, and leaving them chargeable to your parish.

4. *Q.*—What course ought a magistrate to pursue with respect to the accused after hearing the evidence against a person accused of an indict-

able offence, and thinking the evidence sufficient, before committing him for trial? and what is the statute now in force which require such course?

A.—If he's a pal discharge him—if not, then read the usual caution to the prisoner so that he cannot hear a word you're talking about, then commit him; the statute is "1 & 2 of Let him have it hot, he's got no friends."

5. *Q.*—In respect of what offence, and under what circumstances, can a private person without a warrant apprehend the party offending?

A.—A debtor can, at a meeting of his creditors, where it is gently intimated to him that he is a confounded rogue, without a warrant, "apprehend" the whole affair.

6. *Q.*—On a prisoner being arraigned on an indictment, what are the several pleas or answers he may make according to the circumstances of the case?

A.—The prisoner may plead, tho' we don't much see the use of it,—"Never indebted," "Want to go home," "The statute of Weston's Music Hall," "Going to the Derby," "Aqua-fortis acquitted," "The Death of Nelson," "Who's your hatter," &c., &c., &c.

8. *Q.*—By what statute is it made a crime in a solicitor to omit from an abstract of title any deed or instrument of title, and what punishment would he be liable to on conviction?

A.—The statute of "Quite forgot it." The punishment "would be" make him remember it.

9. *Q.*—Of what crime is a person guilty who maliciously sets fire to a place of worship? What is the punishment, and by virtue of what statute?

A.—"*Pews he light*" ism. The punishment is a journey to "another place of worship," namely, Worship-street Police Court, by the statute of "Van-sit-tart."

10. *Q.*—Of what crime is a person guilty who receives stolen goods; and what conditions must precede or accompany the reception of them in order to make the crime complete?

A.—He is guilty of "not giving enough for them;" the conditions are generally, "kept dark," therefore "no light" can be thrown on them.

11. *Q.*—Of what crime is a person guilty who forges a transfer of stock transferable to the Bank of England, or of the stock of a body corporate or company, with intent to defraud? And under what statute is it punishable?

A.—A person who forges "a transfer of stock" is guilty of breaking the "ties" of honesty; the statute is "1 Collared & Collared."

12. *Q.*—Describe those acts which by a recent statute have been made indictable and punishable as felonies, though formerly coming within the scope of the laws relating to treason; and what is the statute in question?

A.—A lover sighing at the feet of his lady love is guilty of "Fell on knee." The statute here is 1st of Cupid, Dean & Chapter 2.

13. *Q.*—Describe the crime of high treason and the mode in which the charge is to be proved, and state the principal statutes relating to and defining it.

A.—Eye treason is when a bobby twigs you wrenching bells and knockers

off; you give him half a sov., and he at once finds his eyesight's vanished; under these circumstances there is no charge to prove, consequently no statute applies.

14. *Q.*—Describe what constitutes the crime of misprision of treason; and what is the principal statute that defines it.

A.—Miss prison of treason is escaping from the gaol where one is confined for that offence. The principal statute is "1 Bolt, c. mizzle, and s. step it like a rocket."

15. *Q.*—After trial and conviction, are there any, and what, proceedings by which the convict may question the validity of his conviction, or prevent sentence or execution?

A.—The convict may question the governor of the gaol, the warders, and himself; if the answers are not satisfactory, he may prevent sentence and execution by hanging himself up to dry to the gas-pipe of his cell, by the aid of his hammock cut up, and remaining in that choke-ular position till cut down.

FINIS.

The Examiners, considering the above answers to be satisfactory in the highest degree, awarded the author the whole series of prizes, consisting of a flat-iron, a straight-jacket, and the putty medal of the Honorable Society of Colney Hatch.

N.B.—These answers will be continued termly; wind and weather permitting.

CURTAIN!

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