

7. Explain the nature of a vendor's lien, as applied to real estate transactions.

8. Draw a deed, without dower, from Joseph Simpson to Samuel Brown, conveying lot No. 1 on plan 304 in Toronto, inserting date, consideration, &c., in such form as to entitle the grantee to the benefit of the implied covenants for title mentioned in R. S. O., 1887, cap. 100.

9. Where a residuary bequest consists of both real and personal property, together worth \$10,000.00, and it becomes necessary to resort to the property for the payment of debts amounting to \$3,000.00; in what manner is the burden of the debts to be borne as regards the two species of property?

10. What is the effect of the Acts of 1891 and 1893 amending the Devolution of Estates Acts with respect to cautions?

SECOND YEAR—PERSONAL PROPERTY.

Examiner: M. H. LUDWIG.

1. (a) What is meant by a fixture; and what different classes of fixtures are there?

(b) What tests would you apply to determine whether or not an article is a fixture?

(c) Compare the right of the landlord to articles fixed to the premises by the tenant with the right of a mortgagee to the articles fixed to the premises mortgaged by the mortgagor.

2. A chattel mortgagee, discovering that owing to a defect in the affidavit of *bona fides* the mortgage is void as against creditors, took possession of the chattels included in the mortgage. Can the mortgagee hold the chattels as against creditors of the mortgagor? Answer fully.

3. (a) What tests would you apply to determine whether a contract respecting *fructus naturales* falls within the 4th or 17th section of the Statute of Frauds?

(b) Within which section is a contract for the sale of growing crops?

5. On the sale of a chattel is there an implied warranty that the vendor has a good title to the chattel? Answer fully.

5. (a) A who is insolvent paid B, his brother, one of his creditors, the full amount of his claim, and on the same day he made an assignment for the benefit of his creditors. B knew A intended to assign after the payment to him. Can the assignee recover the money for ratable distribution amongst the creditors of A?

(b) When will a person buying goods for cash from a person whom he knows to be insolvent, not be entitled to hold such goods as against the assignee of the insolvent?

6. What steps must the owner of a chattel take to protect his rights in a chattel as against creditors,

(a) If he parts with the possession of the chattel, but intends to retain his right of property in it?

(b) If he intends to acquire the right of property in a chattel without taking possession of it?

7. When the articles of partnership of a firm provide that one of them only shall have the right to pledge the credit of the firm and draw and accept bills and notes, is the firm bound by contracts made by the other partner contrary to the terms of the partnership articles, if such contracts are entered into in the ordinary course of the firm's business?

SECOND YEAR.—REAL PROPERTY.

Examiner: A. C. GALT.

1. Define the terms (1) lands; (2) tenements; (3) hereditaments.

2. Under what circumstances does tenancy by the curtesy arise; and in what respect has the right been affected by legislation in Ontario.

3. Give examples of alienation by matter of record.