

LAW STUDENTS' DEPARTMENT.

3. "Persons may stand in the position of partners as to third persons without being partners *inter se*." Explain and illustrate this assertion.

4. A promissory note made by A., payable three months after date at the Canadian Bank of Commerce in Toronto, to the order of B., and endorsed by him to C., is not paid at maturity. State fully and accurately the rights of C. against A. and B. respectively, showing what C. must *necessarily* do to enforce such rights, giving reasons for your answer.

5. What are the necessities of a contract to answer for the debt, default, or miscarriage of another person in order that such contracts may be enforced? Give reasons for your answer in full.

6. State the common law rules as to appropriation of payments by a debtor to his creditor.

FIRST INTERMEDIATE.

Smith's Common Law—O'Sullivan's Manual.

(HONORS.)

1. How was Canada acquired by Great Britain? What laws prevailed and what constitutional changes were made up to the meeting of the first legislature of the Provinces? Answer briefly.

2. What do you understand by *hearsay evidence*? Upon what reasoning is the rule supported, that as a general thing hearsay evidence is inadmissible. Are there any exceptions to the rule? Answer fully.

3. A. ships a quantity of goods from Hamilton to Port Hope by the Great Western, and pays them the freight over the whole distance, and they give him a bill of lading. The goods are damaged while on the Grand Trunk Railway between Toronto and Port Hope. Against whom are A.'s remedies, and why?

3. A., driving on the street is, through the gross negligence of C., injured. A. subsequently dies. What was the rule of Common law, and how has the rule been varied by Statute as to the right of his representatives to bring an action for damages against B.?

5. Discuss briefly how far a master is responsible for the torts of his servant?

6. A. went into a grocery and said to the grocer, "Let B. have the \$10 worth of groceries he was asking you for, and if he does not pay you

for them, I will." B. afterwards failed to pay the grocer. Would A. be liable? Give your reasons for your answer.

SECOND INTERMEDIATE.

Leith's Blackstone—Greenwood on Conveyancing.

(HONORS.)

1. What do you understand by title by purchase? Is the estate of X. in the following examples one acquired by purchase: (1) A. gave land to X. and the heirs of his body, (2) A. granted land to B. and the heirs of his body, one of whom X., took the land on B.'s death, (3) A. devised land to X., who was his heir-at-law.

2. Land is granted to the use of A. and the heirs of his body, but if B. should return from Rome within three years then to B. in fee. Is there any method by which B.'s remainder may be defeated? Explain.

3. Are there special characteristics of a conveyance by which an entail is barred? Explain.

4. A married woman was the owner in fee of Blackacre and in tail of Whiteacre. She joined with her husband in a mortgage of both which was afterwards paid off. Who is entitled to the lands, and for what estate? Explain.

5. Certain trusts are to be declared by a marriage settlement, and the settlor wishes to retain power to cancel these or control them after the consummation of the marriage. How can his desire be effectuated?

6. By what means were the numerous ancient tenures reduced to the tenure by which lands are held in Ontario? Answer fully.

7. Is there any right (1) to dower, or (2) to curtesy out of equitable estate? If so what is the limit of the right?

Broom—Books III. and IV. Underhill on Torts, &c.

(HONORS.)

1. What are the remedies severally at law and in equity for a public nuisance, and a private nuisance?

2. What are the requisites to establish the injury of false imprisonment? Under what circumstances would such an action lie against a Justice of the Peace.