

bid not being reached. On March 15th an agreement for sale by private contract was made.

Held, that the vendor could make a good title.

N. McDonald for the vendor.

W. B. Doherty for the purchaser.

Law Students' Department.

EXAMINATIONS BEFORE EASTER TERM, 1890.

SECOND YEAR.

Contracts.

1. If a contract is to be partly performed within a year, and partly after the expiration of a year, is any writing required? Why?
2. What test is there to determine whether any particular contract is one for work and labour or for sale of goods? What practical effect is there in the difference?
3. What difference is there between a ratification after full age of a promise made during infancy, and a new promise to the same effect as the old one as regards the formalities to be observed?
4. Will part performance by the plaintiff of a verbal agreement with a corporation which ought to have been under the corporate seal but was not, entitle him to recover against the corporation? Why?
5. In what way is the question of any practical importance whether a verbal contract within the Statute of Frauds is void or only unenforceable?
6. What is the rule as to varying a written contract by verbal evidence? Does it make any difference if the contract is not required to be in writing? Why?
7. Is it the price or value of the goods which determines whether an agreement of sale is within the Statute of Frauds? Explain.
8. Explain the consequence in the following case: B enters into a contract with A believing him to be C.
9. The subject matter of a contract has without the knowledge of either party ceased to exist at the time the contract is made, what is the

consequence? What if it ceased to exist after the contract was made? Why?

10. When will forbearance to bring an action be a sufficient consideration for simple contract?

11. Explain the different ways in which common law and equity treated a misrepresentation anterior to the contract before the Judicature Act. What general rule in case of conflict is laid down by that Act?

12. Where goods procured by fraudulent representations are transferred to an innocent purchaser for value, how are his rights affected by the fraud?

Broom's Common Law.

1. What is the *lex non scripta* in English jurisprudence?
2. To what extent (if any) does customary law prevail in Ontario?
3. What is the general principle applicable to the rights of an individual over his own property consistently with the rights of other persons? Illustrate by examples.
4. Give example of damage too remote to sustain an action.
5. Distinguish a private from a public nuisance, and the rights of individuals to abate either.
6. What rule is there as to the precedence of criminal prosecutions over civil actions for the same offence? How, and when, and by whom can the precedence be insisted upon?
7. Into what three branches are torts divided? Give an example of each, and also an example of an action of contract and an action of tort growing out of the same transaction.
8. What is the difference in regard to legal liability between nonfeasance and misfeasance of gratuitous contracts?
9. When will the killing of a person by another be murder, manslaughter, and excusable homicide, respectively?
10. What is the distinction between larceny and embezzlement, and between larceny and robbery, respectively?
11. If goods remain in the possession of the vendor, subject to his lien for unpaid purchase money, and a wrong-doer takes them away, can the purchaser maintain an action therefor? Why?
12. Explain the main point of distinction between tort and crime.