

dence be received where there is a written instrument relating to the matter in issue?

8. Where the debtor has not appropriated a payment of money, may the creditor appropriate it in satisfaction of a debt already barred by the Statute of Limitations?

9. Explain and illustrate the principle—"Once a mortgage always a mortgage."

10. What is the rule as to satisfaction of legacies by subsequent legacies:

(a) Where the legacies are given by the same instrument?

(b) Where the legacies are given by different instruments?

Williams on Personal Property.

Examiner: A. W. AYTOUN-FINLAY.

1. What is the distinction between "chattels real" and "chattels personal"?

2. A. finds a valuable gold ring. He is ignorant of the real owner. He takes it to B., a jeweller, to have it valued, and, on telling B. that he had found it, B. retains it, not claiming property therein, but only on the ground that he does so until the real owner is discovered. Can A. bring an action of trover against B.? Give the reason of your answer.

3. What formalities are requisite to effect the alienation of personal property?

4. A. grants his chattels personal to B. by deed, there being no valuable consideration therefor. Afterwards A. assumes to revoke his grant. What are the rights of the parties?

5. In what case may the property in goods pass from one person to another by payment of their value, without actual sale?

6. What is the nature and effect of a writ *fiere facias*?

7. Explain briefly the following terms: (a) bottomry bond; (b) respondentia; (c) jettison; (d) general average.

8. To what extent does the mere participation in the profits of a business impose liability for the debts incurred in carrying it on?

9. A. gives a written guarantee to B. in the following words: "In consideration of the sum of \$2,000, at present due by C. to you, for goods sold and delivered to him six months ago, I hereby guarantee payment of the same." B. brings action on this guarantee and A. defends. What is the legal position of the parties?

10. What title only is a vendor of shares in a joint stock company bound to show?

Leith's Blackstone.

Examiner: M. G. CAMERON.

1. Explain the different modes by which Colonies are established or acquired and what system of laws is to be considered in force?

2. What is the difference between an annuity and a rent charge, and give an example of each?

3. Is the word successors necessary in a grant of land to a corporation aggregate? Explain.

In what way does such a grant differ from an ordinary fee simple?

4. Enumerate the incidents to a tenancy in tail.

5. A. conveys by deed duly executed a parcel of land to B. in fee. B. had prior to the conveyance made an agreement with A. to reconvey to him by way of mortgage to secure the unpaid purchase money. B. carries out his agreement without his wife joining. Is she entitled to dower? Explain.

6. What is the difference between a tenant for life and a tenant for years with regard to their right to emblements?

7. What are the necessary requisites to the establishment of a title by prescription?

Common Law—Constitutional Law.

Examiner: F. J. JOSEPH.

1. Briefly state the constitution of the Superior Courts of Ontario, and what is the jurisdiction of County Courts in actions for the recovery of land.

2. What is the distinction between a good consideration and a valuable consideration, and will either of these considerations support a voluntary conveyance?

3. Malice is the gist of an action for libel. When will the law presume that the publisher acted maliciously?

4. How may a tenant deprive himself of the right to remove fixtures?

5. A. purchases a desk at a public auction; on examining it after it is delivered to him, he finds a large sum of money in a drawer of the desk. Can A. keep the money?

6. Define "duress" and what effect has it on a contract?