

LAW STUDENTS' DEPARTMENT—EXAMINATION QUESTIONS.

5. A in some way injures the real estate of B. Shortly afterwards B dies. Can any action be brought against A, if so, under what circumstances and by whom? To whom would the damages belong?

6. What was the reason for, and the effect of, the statute declaring that corporations should be deemed to be capable of taking and conveying land by a deed of bargain and sale?

7. What is the provision in the statute relating to the assurance of estates tail for the meeting in one person of a base fee and the reversion? Show the necessity for such a provision. Why did the statute not extend to the case of an actual tenant in tail acquiring the reversion?

8. A contracts to sell lands to B. Before the conveyance A dies intestate, leaving a widow and some infant children. How would you advise B to proceed to complete his purchase?

9. A by his will devises certain mortgaged lands to B, and directs that all his debts should be paid out of his personal estate. The mortgagee obtains payment by action on the covenant out of the personalty. On the executors consulting you with reference to the estate generally, to what statutory provisions would you direct their attention?

Taylor on Evidence.

1. State the distinction between disputable presumptions of law and of fact.

2. What is meant by a "direct" and a "collateral" issue; and how far may the answers of a witness be contradicted in each case?

3. What are the exceptions to the rejection of hearsay evidence?

4. Is the discretion of a Judge in refusing amendments at the trial final? and what are the provisions of the late Ontario Acts respecting such amendments?

5. What is the rule as to the admissibility of dying declarations, and to what cases are they limited?

Leake on Contracts.

1. What is merger, and upon what does it operate?

2. What are contracts by agents arising from necessity?

3. Give a sketch of the Ontario law respecting written promises as to actions (1) of debt for arrearages of rent, (2) against

joint contractors, and (3) respecting representations concerning the character or credit of third parties.

4. What is the effect in law and in equity where a written contract is waived or varied by parol?

5. Give examples of contracts illegal by statute.

Blackstone, Vol. I.

1. What is the right of personal security for life, and when does the right begin?

2. Illustrate what is meant by the maxim "The King can do no wrong," and state in what way has the constitution allowed a latitude of supposing the contrary.

3. Illustrate the distinction between persons natural and persons artificial.

4. Give the rules for interpretation of statutes.

5. What are the absolute rights of individuals, and by what means are these rights protected?

6. How may corporations be dissolved?

Stephens on Pleading—Byles on Bills—Common Law Pleading and Practice, and the Statute Law.

1. Define what is meant by "an action of trespass upon the case," and trace the history and origin of this action in English jurisprudence.

2. Where it is alleged, as a breach of a covenant sued on, that a ship was not tight, &c., and fitted for the voyage pursuant to the covenant in that behalf, whereby she was obliged to put back, and by reason thereof was detained. Would a plea, limited to "so much of the declaration as relates to the detaining" be good? If so, why? If not, why not? Discuss fully, giving the rules of pleading relating to the matter in question.

3. What is meant by a plea of "liberum tenementum," and to what cases is it applicable?

4. What is a departure in pleading, and how can a party take advantage of it?

5. An order is drawn by the owner of a ship to pay £100 on "account of freight," duly stamped as a bill of exchange. What would be the effect of such instrument? Give reason for answer.

6. What course should a holder of a bill of exchange pursue in case the drawee offer a qualified acceptance?