

## LAW STUDENTS' DEPARTMENT.

5. The purchaser of land dies intestate, leaving a mother and two brothers him surviving. To whom will the land descend under the three periods?

6. What was the decision in Taltarum's case?

7. What is meant by the statute which enacts that no descent cast, discontinuance, or warranty shall toll or defeat any right of entry or action for the recovery of land? Explain the terms used.

8. Within what time must a will be registered? What is the effect on non-registration?

9. Under what circumstances, and to what extent are recitals in deeds, evidence of the facts recited?

10. What are the provisions of our Real Property Limitation Act as to the periods within which actions in respect of easements, must be brought?

## EXAMINATION FOR CALL.

*Mercantile law—Contracts—Pleading and practice.*

1. A Bill of Exchange drawn by A on and accepted by B, payable at the Canadian Bank of Commerce in Toronto, held by that bank, is dishonored. Give a short sketch of all proper and necessary proceedings to be taken on behalf of the bank from dishonor to final judgment against the maker and endorser, mentioning the purport of all statutory enactments relating to such proceedings.

2. A debtor, instead of paying his creditor, directs him to take a bill of a third person, which the creditor does. What effect has this on the original debt? Answer fully.

3. State the five rules given by Byles in regard to the effect given to foreign laws relating to bills of exchange and promissory notes, by English Courts.

4. A partnership firm, consisting of A and B, who owe a debt to C, subsequently take in a new partner D, and accept a bill for the old debt in the name of the new firm. C is cognizant of all the facts. What effect will this have on the acceptance in the hands of C?

5. A chose in action is not assignable. How is this statement varied by Ontario statute? Prior to that statute, in how far were *covenants*

*running with the land* an exception to the rule? Explain fully.

6. State fully the rule in regard to the admissibility of parol evidence of usage, for the purpose of qualifying the sense of a written contract.

7. An agent enters into a contract in his own name. What are the rights of his principal? Answer fully.

8. What exceptions to the rule, that a man cannot give a better title to goods than he has himself, have been created by the Factors' Act?

9. Distinguish between legal and equitable set-off, showing generally the cases in which set-off can effectually be pleaded, with reason for your statements.

10. Define the term *duplicity in pleading*. How is such a fault to be met, and why?

## EXAMINATION FOR CALL.

*Darby's vendors and purchasers—Walkem on wills—Statutes.*

1. Is the liability of a purchaser from a trustee to see to the application of the purchase money to be determined by reference to the deed creating the trust, or the circumstances existing at the time of the sale? Illustrate your answer.

2. A testator by his will, directed his debts to be paid. Was there formerly, and is there now, any power in any of his representatives to sell the real estate for the purpose of paying the debts? Explain and give authority for your answer.

3. Into what three classes may covenants given by a vendee of lands be divided? What is meant by such covenants running with the land? Do all such covenants always run with the land? Explain fully.

4. Discuss the question whether, in an action upon covenants in a conveyance of land, the value of improvements placed upon the land by the grantee can be recovered as damages.

5. Under what circumstances will the Court of Chancery decree specific performance of a contract for the erection of buildings?