

8. A. sold B. a specified stock of bark at \$40 a cord. Part of it was measured and taken away and paid for. The balance was destroyed by fire. Who must suffer the loss? Why?

9. By false and fraudulent representations as to the solvency of a firm made by A., a member of the firm, B. was induced to sell the firm \$10,000 worth of goods on credit.

Has B. any remedy against A.?

10. A wholesale manufacturer of shoes agreed to sell and deliver to a customer a certain number of pairs of shoes of a certain size and shape at a certain price per pair. Nothing was said that the shoes should be of A.'s manufacture. A. delivered the required number of shoes, not of his own make, but equal in every respect with those contracted for.

Has the customer a right to reject the shoes? Give reasons.

11. When is a bill payable on demand?

12. Explain clearly what is meant by a Crossed cheque, General and Special crossings on cheques, Endorsement in blank, Special endorsement. Give an example of each.

13. Can a mortgagor give a valid chattel mortgage on chattels which he intends to procure or purchase, or on chattels not in his possession, custody, or control?

Answer fully, referring to any legislative enactments on the subject.

14. When will the taking of possession of the chattels mortgaged, by the mortgagee, cure formal defects in the mortgage, and entitle him to hold the chattels as against creditors of the mortgagor? Answer fully, and mention any legislation on the subject.

15. What assignments, transfers, and payments by an insolvent person are not void under the Assignment and Preference Act (R.S.O., cap. 124)?

EQUITY.

Examiner: J. H. Moss.

1. "Trusts framed with the object of imposing restrictions on the alienation of property are contrary to the policy of the law, and are therefore void."

What exception is there to this rule?

2. What remedy has a trustee who commits a breach of trust at the instigation of a beneficiary for which he is held liable against the instigating beneficiary?

3. What circumstances will justify a trustee in applying to the court for leave to retire from the trust?

4. Under what circumstances is a trustee justified in delegating his duties or power to a stranger or to a co-trustee?

5. How and when may a trustee disclaim the trust office and estate?

6. Is a trustee who, through a *bona fide* mistake and without negligence, who pays trust money to the wrong parties, personally liable to make good the loss?

7. When a trust is for the benefit of several persons in succession, and the trust property is of a wasting nature, what is the trustee's duty?

8. What steps must be taken by a person claiming to be a creditor of a deceased person upon receipt of a notice from the personal representative of the deceased disputing his claim in order to preserve his rights?

9. To what extent is the contract of suretyship *uberrima fides*?

10. A. is a surety for a debt owed by B. to C. C. has recovered judgment against B. in an action to which A. was not a party. He now sues A., and seeks to put in his judgment against B. as evidence of the latter's indebtedness to him. Is he entitled to do this?