

LAW STUDENTS' DEPARTMENT.

LAW STUDENTS' DEPARTMENT

The following are the dates of Examinations as recently fixed by the Benchers:

Junior Class.....	May 2.
Graduates or Matriculants of Universities.....	May 4.
First Intermediate.....	May 9.
Second Intermediate.....	May 11.
For Solicitors.....	May 9.
For Call.....	May 11.

EXAMINATION QUESTIONS.

FIRST INTERMEDIATE.

Anson on Contracts and Statutes.

1. State the characteristics of a judgment, distinguishing it from a simple contract.
2. Distinguish between *good* and *valuable* consideration, and state what you know as to the necessity of the existence of one or other of them to support a contract.
3. Can a contract made with a foreign sovereign be enforced by or against him in our Courts? Answer fully.
4. Give an example of a contract made void by mistake as to the nature of the transaction.
5. Point out different ways in which a contract may be discharged.
6. State broadly the distinction between the authority of a special agent and that of a general agent.
7. Of what facts does our statute law make the protest of a bill of exchange evidence?

SECOND INTERMEDIATE.

Williams on Personal Property—Ontario Judicature Act.

1. Mention some of the chief points in which personal property differs from real property.
2. "A grant cannot be made of that in which a man has no actual or potential property." Explain and illustrate this statement.
3. What is the effect of a grant of a chattel to A for his life, and after his death to B? Will the nature of the chattel make any difference? Explain fully.
4. What are the liabilities of an executor *de son tort*? and how are they created?
5. Distinguish between set off, as it existed before the Judicature Act, and counter claim, under that Act.
6. Can an action for the recovery of land be joined with any other cause of action under the Judicature Act? Answer fully, giving grounds for your answer.
7. What remedy is provided under the Judicature Act for cases in which causes of action are joined, which cannot conveniently be tried together?

SECOND INTERMEDIATE.

Equity Jurisprudence.

1. Give illustrations of the forms of words of recommendation in a will which will be construed as imperative.
2. Give illustrations of cases where the satisfaction of legacies will be held to be secured by subsequent legacies.
3. Give examples of assignments and contracts which equity will not enforce as being against public policy.
4. How does the Court deal with a case where a mortgagee pursues all his remedies concurrently?
5. In what cases will equity interfere to rectify ante-nuptial settlements?
6. Who may be the guardians to an infant?
7. How far will a Court enforce the performance of a representation of (1) an existing fact by, or (2) the intention of, a party?

EXAMINATION FOR CALL.

Real Property and Wills.

1. A person living in Montreal, owning real property and chattels situate in Ontario, dies in Montreal, leaving a will sufficient by the Quebec law to pass real estate, but insufficient by the laws of Ontario for that purpose; it is sufficient by the laws of Ontario to pass personalty, but insufficient by the law of Quebec. How should his estate in Ontario be distributed? Give your reasons.
2. A devise of lands is made "to A. and his heirs general." A. is a bastard, and can therefore have heirs of his body only. What estate in the land does he take?
3. Is a gift to build a charitable institution void under the Statutes of Mortmain (a) where the land on which the building is to be erected is already in Mortmain, (b) where the land is to be supplied from some other source after the testators death? Answer as fully and particularly as you can.
4. In a contract of sale of lands, what is the rule as to payment of interest on the purchase money, when there is no special agreement as to interest, (i.) where a time is fixed for the completion of the contract; and (ii.) where no time is fixed for its completion?
5. Can a mortgagor compel his mortgagee to produce any of the title deeds before paying him off? If so, state what deeds and during what period.
6. A. owns lot 1, and has a right of way over an adjoining piece of land. He makes a conveyance of lot 1 to B. pursuant to the Short Forms Act, which contains no express grant or conveyance of the right of way. Does it pass? Give your reasons.
7. Is registration of an assignment of mortgage simply sufficient notice thereof to the mortgagor?
8. Can the vendor of land by auction attend at the sale and bid for the land so as to prevent a sacrifice of it?
9. What is implied by the use of the word "grant" in a deed?
10. A. is one of the witnesses to a will, by which there is bequeathed to his wife a legacy to her sole and separate use. Is her right to the legacy in any degree affected?