

11. Is inevitable accident a defence in courts of law? Give an illustrative case.
12. What property in a chattel is necessary to found an action of trover? When is a demand and refusal necessary?
13. Is a felonious act actionable, before the felon has been prosecuted? Give the authority for your answer.
14. Is the existence of reasonable and probable cause a question for the Court or for the Jury?
15. Under what circumstances is the owner of an animal liable for the injuries done by it?

CONTRACTS.

(First Examination, 1895.)

Time, 3 hours. MR. W. H. TRUEMAN.

1. Give an example of void, voidable and unenforceable contract.
2. Can you criticise *Williams vs. Carwardine*?
3. What proposition is illustrated by *Great Northern Railway Company vs. Witham*?
4. The conditions contained in a passenger's ticket are not communicated to him before its purchase, and he is not in a position to read them until after its price is paid; are the Courts correct in speaking of the conditions as part of the contract?
5. Which of the following cases is good law; *Cooke vs. Oxley*, *Dickinson vs. Dodds*, *Byrne vs. Van Tienhaven*?
6. Anson says an acceptance of an offer must be communicated either by words or conduct. In *Carlill vs. Carbolic Smoke Ball Company*, 1893, 1 Q. B. 268, Bowen L. J. says there may be an acceptance without its notification; criticise either statement.
7. Name any authorities you can for the view that a contract within the Statute of Frauds is not void, but unenforceable in the absence of a writing. Recall the reasoning of *Lucas vs. Dixon* founded upon the wording of the 17th section that an action cannot be brought without a memorandum in existence at the time of issuing the writ.