

4. A. and B. are respectively vendor and purchaser of a certain property. Acting for B. you serve certain requisitions on title on A.'s solicitor, which he says he is not bound to answer, and that the questions raised do not affect the title. What steps should you take to have the matter judicially decided?

5. Under what circumstances will the giving of time by a creditor to the principal debtor discharge a surety, and when not? Explain also the doctrine of contribution between co-sureties.

6. Distinguish between tacking and consolidation, and state how, if in any way, they have been affected by Provincial Legislation.

7. Where a right, title, or interest in lands is in question, what step can a plaintiff take so as to prevent the land being conveyed to an innocent purchaser without notice of plaintiff's claim?

8. State some cases in which the Courts will order an account between partners without a view to the final dissolution of the partnership.

9. What are, and what are not, sufficient acts of part performance of a contract for the sale of lands to take a case out of the operation of the Statute of Frauds? Give reasons for your answer.

10. Define, and illustrate by an example, the *cy-pres* doctrine.

Real Property.

Examiner—P. H. DRAYTON.

1. Is it necessary that the witnesses to a will should sign their names in the presence of each other?

2. In what manner may a trustee invest trust funds where there is no direction in the will to guide him?

3. What is a vendor's lien? In what way may it be defeated?

4. State the four general principles to be observed in the construction of wills.

5. Distinguish between a *marketable* and a *doubtful* title.

6. A., a married man, owns two estates, Blackacre and Whiteacre. Blackacre is sold under an execution. Whiteacre for arrears of taxes. What effect has each sale upon the wife's rights to dower?

7. A writ of *fi. fa.* lands of a vendor is placed in the hands of the sheriff after delivery, but

before registration of the deed. Does it bind the lands in the hands of the purchaser? Explain.

8. To what covenants is a purchaser entitled to on a purchase from a trustee?

9. What effect has a registered *lis pendens* upon the title of a purchaser subsequent thereto?

10. To what extent does constructive notice affect a *bona fide* purchaser under the Registry Act of this Province?

CALL.

Harris—Broom—Blackstone.

Examiner—R. E. KINGSFORD.

1. Give an example of *constructive breaking* sufficient to constitute *burglary*.

2. Enumerate the cases in which an officer may lawfully kill a person charged with crime.

3. Explain how far the *animus* is regarded in cases of breach of contract, tort, and crime, respectively.

4. State the main rules for construction of statutes independently of the Interpretation Acts.

5. What facts must be proved to establish a case of slander of title?

6. On a trial of an alleged murderer, how far will evidence be admissible to prove that the prisoner on a former occasion attempted to murder the deceased? Why?

7. What was the common law rule as to the mode of trying accessories? What is the present law?

8. When a prisoner on a criminal trial gives general evidence of good character, how may such evidence be met by the Crown?

9. How far is evidence of *prior convictions* admissible against a prisoner? How is it tendered?

10. What are the different species of bailments? Briefly state the essential feature of each kind.

ERRATUM.—It was, doubtless, with the best intention that the printer altered the words "*minute characters*" to "*immense characters*," at the close of *Law Student's* letter, on page 79. He evidently felt the injustice of the proceeding, and, not realizing the depravity of human nature, thought our classical correspondent had made a mistake.—*Hinc illae lachrymae.*