

## LAW STUDENTS' DEPARTMENT.

ment, interpose by injunction to restrain the use of a trade mark, and state the ground on which such injunctions are granted.

5. What distinction is observed by courts of equity between their modes of construing executory trusts contained in marriage articles and those contained in wills?

6. A mortgagee having no power of sale in his mortgage foreclosed the mortgaged property and sold and conveyed a portion thereof; he then became convinced that the balance of his claim could not be realized from the balance of the property and he brought action against the mortgagor upon the covenant for payment contained in the mortgage seeking recovery of the balance of his claim, or of such deficiency as might arise after a sale of the balance of the property which action was defended by the mortgagor. Who should succeed in the action, and why?

7. Under what circumstances may a debtor revoke a general assignment made by him to a trustee for the benefit of his creditors?

8. Distinguish between the validity of an assignment of a pension granted for past services, and an assignment of the future emoluments of a public officer, and state the grounds for such distinction.

9. Lands are devised under the will of A. to B. in trust to raise money on the security thereof, for the purpose of complying with certain directions in the will. B., in pursuance of the provisions of the will, mortgages the said lands by an instrument in which he is described as trustee under the will of A., and in which he enters into the ordinary mortgage covenants. Default having been made in payment, the mortgagee seeks to recover payment of the mortgage moneys from B. personally. B. defends, on the ground that by his covenant he intended to bind and did bind the trust estate only. Who should succeed? Give reasons.

10. A. is the manufacturer of a certain medicine not protected by patent. His servant wrongfully discovers the process by which he compounds the same, and for value imparts the secret to B., who is aware of the manner in which the servant became possessed thereof. B. manufactures and sells the medicine in question. Has A. any, and if so what, remedy?

## EXAMINATION FOR CERTIFICATE OF FITNESS.

*Smith on Contracts and Benjamin on Sales.*

1. Is an infant liable; (a) on an account stated when the account consists of the price of necessaries; (b) on a promissory note given by him for the price of necessaries; (c) for money lent to him for the purpose of enabling him to purchase necessaries, and which he has used for that purpose?

2. A written agreement is made between two persons by which one is to serve the other for six months from date, performing the duties, and receiving the wages therein specified. On the following day they agree verbally that some of the duties specified in the writing are to be omitted; and others not specified are to be performed in-

stead thereof. On the trial of an action for breach of the written agreement, will parol evidence be admitted to prove that it was varied by the subsequent verbal agreement? Give reasons.

3. A resident of Ontario purchases goods in Buffalo from a merchant of that city, and then smuggles them into Ontario, the vendor being aware at the time of sale of the purchaser's intention to smuggle. Can the vendor recover the price of the goods in an Ontario Court? Will it make any difference, if the vendor pack the goods in a particular way, so as to assist the purchaser in smuggling them? Give reasons.

4. Is the receipt of goods by a carrier an *acceptance* and *actual receipt*, or either of them, by the purchaser within the meaning of the 17th section of the Statute of Frauds? Why?

5. Can a vendor who keeps possession of goods by virtue of his lien for unpaid purchase money recover from the purchaser storage, or other charges, for the time he so keeps them? Why?

6. Will a letter merely proposing to sell goods on the terms therein specified constitute a sufficient memorandum of a bargain within the Statute of Frauds? If so, when?

7. State briefly when a vendor will, and when he will not, be deprived of the right of *stoppage in transitu* by having taken a bill or note for the price of the goods.

8. After goods have been delivered to the vendee on a credit sale, the vendor, not receiving the price at the time agreed on, tortiously retakes the goods. What are the respective rights and remedies of the parties under these circumstances?

9. What difference does it make, as to the right of the vendor to recover the price of goods sold from the vendee, whether the property in the goods has passed to the vendee or not?

10. Give examples of *executed* and *executory considerations* respectively, and state what is the essential requisite of the former, as distinguished from the latter, in simple contracts.

A NEW VOLUME.—With the first number in January *Littell's Living Age* begins its one hundred and sixty-fourth volume. The ablest minds of the time are more than ever finding expression in foreign periodical literature, and the best of this literature is presented by *The Living Age* with a satisfactory completeness nowhere else attempted. The value to its readers of this standard magazine is therefore constantly increasing.

The first weekly number of the new year has the following table of contents:—English Songs Ancient and Modern, *Nineteenth Century*; The Liberal Movement in English Literature, *National Review*; The Home Life of a Court Lady, *Temple Bar*; Wurzburg and Vienna, *Contemporary Review*; Boroughdale of Boroughdale, *Macmillan*; At Any Cost, *Sunday Magazine*; Style and Miss Austen, *Macmillan*; The Archbishop of Dublin, *London Times*; etc., with the usual amount of choice poetry. This, the first number of the new volume, is a good one with which to begin a subscription. For fifty-two numbers of sixty-four large pages each (or more than 3,300 pages a year) the subscription price (\$8) is low; while for \$10.50 the publishers offer to send any one of the American \$4 monthlies or weeklies with *The Living Age* for a year, both postpaid. Littell & Co., Boston, are the publishers.