

LAW STUDENTS' DEPARTMENT—EXAMINATION QUESTIONS.

against his co-joint tenant in respect of the joint estate? If so, for what, and under what circumstances?

4. What do you understand by an estate in co-parcenary? Can it now arise? Explain.

5. In what different ways may prescription be pleaded? What must be proved under each plea?

6. Explain and illustrate the maxim: *Falsa demonstratio non nocet*.

7. Discuss the question as to whether it is necessary that a deed should be signed as well as sealed.

8. In what different ways may dower be barred?

9. What are the rules by which it may be determined whether covenants run with the land?

10. What was deemed to be the necessity for the Statute of Enrolments? What was the effect of it? What was substituted for it? Is any analogous statute now in force?

Leake on Contracts.

1. Defendant represented to plaintiff that a horse he was about to sell by auction was sound, and next day the plaintiff, relying on the representation, purchased the horse at auction, at which it was put up for sale, without a warranty. Discuss the question of the liability or non-liability of the defendant on his representation and the principles on which the same depends.

2. On what grounds may a foreign judgment be questioned in our Courts?

3. A by writing agrees to transfer a farm to B, on certain specified terms. What would be the effect of a contemporaneous oral agreement, that the written agreement was to be void if C, the landlord of the farm, did not consent?

4. A is the holder of shares in a bank; the bank makes false representations to B which induce him to buy the shares of A. What effect will this have on the validity of the sale and purchase?

5. What effect will the insanity of one of the parties to a contract have (a) on the validity, (b) on the right to compel specific performance of a contract?

6. What is the effect, and why, of a promise on the part of a holder of an overdue note, to extend the time on payment of six per cent. interest?

7. A, in consideration of \$1,000, binds himself in a bond conditioned to make a lease for the life of the obligee before a day certain, or to pay him \$1,000, and the obligee dies before the stated time. What is the effect of the bond?

8. In how far will a release, not under seal, but upon good consideration, be a good defence to an action on a contract, other than a bill of exchange or promissory note? Explain your answer fully.

9. Who was the proper party at Common Law to sue on a contract of a deceased person, the benefit of which he had assigned, during his lifetime, and who now? Explain your answer.

10. What would be the measure of damages in an action for breach of warranty of description of goods contracted for?

Smith's Mercantile Law.—Common Law Pleading and Practice.—The Statute Law.

1. Is community of profit a complete criterion of a contract being one of partnership? Explain your answer fully.

2. Under what circumstances, and why, will Courts of Equity reform joint securities executed by partners, so as to bind executor of a deceased partner?

3. Under what circumstances will an action of assumpsit lie against a Corporation? State fully the ground of your answer.

4. In how far is the rule that "*there can be no indemnity between wrongdoers*" applicable to the case of an agent obeying the commands of his principal, and seeking indemnity therefor?

5. What distinction is there between the liability of principal and agent respectively for acts done by the agent, in the name of his principal (a) in cases of contract, and (b) in cases of tort?

6. Is there any, and if so what, difference between the law relating to promissory notes and that relating to other simple contracts in regard to consideration?

7. If the exportation of articles of which a cargo is to consist, be prohibited, what effect will this have on the contract of affreightment? Will it make any difference if prohibition by foreign Government? Explain your answers.

8. What is meant by *adjustment* of loss in marine insurance cases, and what effect has it on the defence of the underwriter against the claim in respect to which it takes place?

9. A plaintiff is entitled to sign final judgment by default in an action of replevin. What considerations should operate on his decision in regard to signing final judgment then, and what other course is open to him? Explain your answer fully.

10. In an action of contract the non-