

4. What precautions should a purchaser take before entering into possession of property concerning which the title is in dispute? Give the reasons for your answer, and state why the purchaser should take such precautions?

5. If A. and B. agree to purchase an estate, each to advance an equal portion of the purchase money, and at the time fixed for completion, A., for the convenience of B., advances the entire amount, but the conveyance is taken in the name of B. What, if any, are A.'s rights? Will parol evidence be admissible to show the real facts?

Blackstone: Theobald on Wills, the Statute Law, and Pleading and Practice.

Examiner: M. G. CAMERON.

1. What amount of undue influence must be shown in order to vitiate a will, and explain the difference in respect of the burden of proof between the rules applicable in the case of gifts *inter vivos* and testamentary gifts?

2. If there is a gift by will to A.B., second son of C. D., and A. B. is the third son, will A. B. take? Explain.

3. A. owes B. \$500. By his will B. makes a gift of this debt to A., his executors and administrators, and directs that securities held for the payment of the debt be handed over to him. What would be the result if A. dies during the lifetime of B.?

4. A. by will devises a personal annuity to B. and the heirs of his body. What interest will B. take? Explain.

5. Where there is no attestation clause in a will, when, if at all, will the presumption that it has been duly executed be raised?

6. A. is a legatee under the will of B., who died on the 1st day of January, 1890. A. applies to the proper officer on the 10th day of July, 1890, for an order for the administration of B.'s estate. Is he entitled to the order? If so, upon what material should his application be based? If he is not, explain why not.

7. In order to determine whether the answers of a judgment debtor are or are not satisfactory, what is the true test to be applied?

8. What is the practice to be observed by a party who is dissatisfied with the rulings of a taxing officer upon the taxation of a bill of costs, and is desirous of appealing therefrom?

9. Is a Judge at liberty, in all description of

cases, to direct the jury to answer any questions stated to them by him? Explain.

10. A. brings an action against B. for breach of promise of marriage, and goes into the witness box and clearly proves the promise and the breach, and calls no other witnesses. The defendants calls no witnesses. Can the plaintiff recover? Explain.

Pollock on Contracts—Byles on Bills—Blackstone.

Examiner: F. J. JOSEPH.

1. Under what circumstances can a solicitor purchase the property of, or accept a gift from, his client?

2. A. sells land to B., and covenants that he will not allow any buildings to be erected on the adjoining land owned by him except residents of a certain description. A railway company, under the authority of the legislature, appropriates a portion of A.'s land, and erects a station thereon. What are B.'s rights against A.?

3. Can a covenant partly legal and partly illegal be enforced?

4. Under what circumstances is forbearance to sue a good consideration?

5. What is the effect of the following covenants by A.:

(a) Not to marry anyone but B.

(b) Not to revoke a will made in favor of B. How would these covenants be affected by A. marrying C.?

6. What is your opinion as to the legality of the following:

(a) A. is in possession of certain evidences respecting the title of B. to certain property. B. is ignorant that he has any title to the property. A. agrees to deliver them to B. if he, B., will give him a certain proportion of the property when he recovers it.

(b) A., a solicitor, tells B. he will not continue his suit against C. unless he gives him a security on the property in litigation for the costs already incurred.

(c) A., a solicitor, tells B. if he will employ him to bring a certain action against C., he will not charge him any costs.

(d) A. agrees with B., a common informer, to indemnify him against costs if he will sue C. for a penalty to which C. is liable for the breach of a penal statute.