

14. Give an instance when relief may be had against penalties or forfeitures in a Court of Law as well as in Equity?

15. State the practice in obtaining an interlocutory injunction?

16. Is there any and what jurisdiction in equity for the recovery of specific chattels?

MARINE INSURANCE.

(Second Examination, 1894.)

Time, 3 hours. DR. C. W. WELDON, Examiner.

1. Define a policy of insurance, and is a marine policy a perfect indemnity?

2. What is the distinction between fire and marine policies as to payment of losses?

3. Who are the parties to a policy (marine), and what parties can become assured?

4. Define an insurable interest. Can you give the name of the leading case on this subject in 2 Bos. and Pull?

5. Can an Equitable interest be insured?

A, a merchant in St. John, by bill of sale transferred the ship "Condor" to B, of Liverpool. It was understood that if A paid his indebtedness to B, the latter was to convey back the ship to him. Has A an insurable interest? Has a case upon this point been decided in our Courts?

The ship meets with an accident, which a notice of abandonment would turn into a constructive total loss. Can A give notice of a valid abandonment?

6. What risks are covered by the words "at or from a port?"

7. Can you give the definition of what is a port?

8. A vessel is insured from Liverpool, calling at Cardiff, Queens-town, Lisbon and Gibraltar, in what order can she visit these ports on a voyage to Constantinople?

9. A vessel was insured on a voyage from Savannah to Liverpool, with liberty to call at any ports on the voyage. On leaving Savannah she on the voyage goes to Barbadoes. Would that be within the policy, or is it a deviation?

10. Give the distinction between *causa causans* and *causa proxima*, and give an illustration.

11. What is barratry?

12. Can barratry be committed by a master who is a part owner?

13. A collision was caused by a ship starboarding her helm in ex-