

7. On an assignment of a chose in action, what effect has notice in writing to the original debtor of the fact of such assignment?

Broom's Common Law.

Examiner—R. E. KINGSFORD.

1. In what cases will an action of slander lie without proof of *special damage*?
2. What is the law as to criminal liability of a married woman?
3. Explain how *false representation* will be a ground for an action of damages.
4. Distinguish *absolute privilege* from *qualified privilege* as affecting communications.
5. Explain the difference as regards criminal liability between an *intention* to commit a crime and attempt to do so.
6. Explain the different kinds of estoppel.
7. By what authority, and in what time may Acts of the Dominion and Provincial Legislatures respectively, be disallowed?

Equity.

Examiner—P. H. DRAYTON.

1. Under what circumstances is extrinsic evidence admissible in the case of double legacies, either in favor of or against the presumption of satisfaction?
2. A. enters into a binding contract with B. for the purchase of Blackacre; he refuses to carry out the contract. B. brings an action for specific performance of the contract. A. defends the same alleging, as a defence, misrepresentation. What must he prove under such a defence in order to succeed?
3. A. becomes surety to B. for the payment by C. (who is at the time perfectly solvent) of \$1,000. B. has taken a chattel mortgage from C. to secure \$500 of the debt, but neglects to register the same. C. becomes insolvent, and the chattel mortgage for want of registration is void as against the other creditors. B. calls upon A. to pay the \$1,000. Should he succeed, and if not, why not?
4. State the law with regard to the appropriation of payments between debtor and creditor.
5. A. and B. are about to intermarry; marriage articles are drawn up, and after marriage a settlement is made which does not in its terms purport to be made in pursuance of the pre-nuptial articles, and settlement is found not to

conform with the articles, and B., the wife, seeks to have it rectified. Can she succeed? State the general law.

6. Under what circumstances (according to Snell) will a Court of Equity in general set aside and cancel agreements and securities which are voidable merely and not void?

7. Under what circumstances (if any) can a trustee safely delegate his authority to another?

Real Property.

Examiner—P. H. DRAYTON.

1. Is it necessary that there should be a consideration in a deed by way of bargain and sale? If so, why?

2. When do covenants run with the land, and when not?

3. What time has a mortgagee within which to sue on the covenant in his mortgage, and how long within which to recover the land after default?

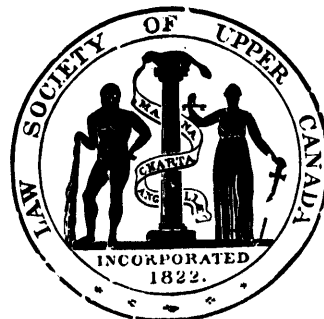
4. What is meant by a "protector of the settlement"?

5. What was the reason that no freehold estate could be created by deed to take effect "*in futuro*"? By what method (if any) could it be done?

6. What are the formalities required to be observed in the execution of a will?

7. What is the effect of a statutory discharge of mortgage (a) before, (b) after registration?

Law Society of Upper Canada.



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This notice is designed to afford necessary information to Students-at-Law and Articled Clerks, and those intending to become such, in