

15. What period of enjoyment or benefit is requisite, in the case of an easement, in order to entitle a person *prima facie* to an absolute and indefeasible right; and under what circumstances may the claim be defeated?

EVIDENCE.

Examiner: W. D. GWYNNE.

1. What is meant by character evidence; when is it admitted, and when not, and what questions may be put?
2. Give Best's definition of judicial evidence.
3. Explain, with illustration, the difference between a presumption of law and a fiction of law.
4. What are the functions of judge and jury respectively in regard to presumptions?
5. Give the chief exceptions to the rule which excludes parol evidence to vary or explain written documents.
6. State fully the law in Ontario as to questions which tend to criminate or expose a witness to a penalty.
7. How may Imperial treaties be proved?
8. What are leading questions? When are they admitted? Answer fully.
9. Give all the statutory instances in which the witness' evidence is required to be corroborated.
10. What matters is it unnecessary to prove?

COMMERCIAL LAW.

Examiner: M. H. LUDWIG.

1. What, apart from statute, is the right of a secured creditor when the debtor makes a voluntary assignment for the benefit of his creditors? Answer fully.
2. "A bill of lading is (a) a receipt, (b) a contract, (c) a muniment of title." Explain the above quotation fully, and show how (a) and (b) have been affected by Ontario legislation.
3. A. made a gift to B. in proper form without B.'s knowledge. Can A. revoke the gift before B. becomes aware of the gift in his favour, or, having become aware of it, before he assents to it?
4. Has a merchant any remedy, if he has been induced to sell goods not necessary to an infant upon the false representations of the infant that he is of age?
 - (a) If the goods are consumed? (b) If the goods are still in existence?
 Answer fully.
5. Why does it sometimes become necessary to determine whether a contract is for the sale of goods or for work done or materials furnished? Answer fully, illustrating your answer by examples.
6. "There may be a constructive acceptance of the goods or part of them to satisfy the Statute of Frauds." Explain above quotation, and illustrate your answer by two examples.
7. If goods are delivered to a common carrier, is he the bailee of the purchaser or the vendor, and to what extent does he represent the party for whom he is bailee?