Law Students' Department.

EXAMINATION BEFORE HILARY TERM: 1892.

CALL.

Equity.

Examiner: A. W. AYTOUN-FINLAY.

1. A., already a married man, goes through the ceremony of marriage with B., and then he and she assign her life interest in a trust fund to an innocent purchaser, C.

On the discovery by B. of the fraud practised upon her by A., she brings action to have the assignment set aside.

What are the equities of the parties?

2. A. makes a purchase of land and takes the conveyance in the name of his son, who happens to be also solicitor for his father.

Does or does not the doctrine of advancement apply?

State reasons of your answer.

3. A., a bedridden man of 70 years of age, acting without independent professional advice, which he had declined to employ, conveyed away property of the value of $2,000 for the consideration of a provision by way of board and lodging during his life, which only endured six weeks after the conveyance.

The sale is impeached by the representatives of A. No fraud is shown. Can the transaction be allowed to stand? Explain.

4. A., surety for B., discharges the obligation under which he is surety by a compromise with C., the creditor, for a less sum than the liability.

For what sum is he now creditor against B. —the full amount of the obligation, or the sum actually paid? Explain.

5. A. is entitled to a reversionary interest in real property on the death of his father, B. A. obtains an advance of $25,000 from an insurance company on the security of a charge on this reversionary interest and a life policy for $75,000, interest and premiums to accumulate and be added to the principal sum lent. It is specially agreed that if A. pays up accrued interest and premiums in five years, the company will only retain a lien for the principal sum and after-accruing interest and premiums; but if A. does not so pay within five years, the company is to retain the whole value of the policy of $75,000 in case A. dies before his father. A. does not pay interest and premiums within five years, and dies before his father.

The latter brings action to recover the surplus out of the policy moneys, after deducting the principal sum, $25,000, accrued interest and accrued premiums.

What are the equities of B. and of the insurance company respectively? Explain.

Harris' Criminal Law.

Best on Evidence.

Examiner: A. W. AYTOUN-FINLAY.

1. A. writes a letter marked "strictly private" to B., in which he uses language of C. which, if published, is of a distinctly libellous character.

Is there such publication here as to constitute a libel, and is there any evidence of malice in such a case?

2. A., B., and C. are indicted for having obtained $50,000 from Her Majesty's Government by fraud.

They are convicted, and A. and C. are then further indicted for conspiring to obtain the said $50,000 by fraud.

What is the liability of A. and C. on such further indictment, and why?

3. What is meant by *murder-malice?*

Distinguish between manslaugher and homicide in self-defence.

4. Wherein consists the crime of arson?

On the trial of A. for arson the evidence showed that a faggot of wood was set on fire on the boarded floor of a room, where it could not have got by accident. The faggot was nearly consumed, the flooring was "scorched black, but not burnt."

How far was this sufficient to support the indictment, and why?

5. What number of peremptory challenges of jurors may be made by the prisoner and by the Crown respectively?

6. How far do interlineations, erasures, etc., vitiate a document produced in evidence; and what presumption generally obtains in case such interlineations, etc., occur in a conveyance or in a will respectively?

7. Can it be set up as a presumption of law that the Sovereign is acquainted with the law, and is it ever competent to show otherwise?