

LAW STUDENTS' DEPARTMENT—EXAMINATION QUESTIONS.

5. What covenants are usually given in a conveyance from vendor to purchaser?

6. What do you understand by the proposition that there cannot be a use upon a use?

7. What do you understand by "restraint upon anticipation" in a conveyance to the separate use of a married woman.

SECOND INTERMEDIATE.

Leith's Blackstone—Greenwood on Conveyancing.

1. What is the technical meaning of the term "purchaser?" A. makes a gift of lands to B. Is the latter a purchaser? Explain.

2. Upon what principal does land escheat?

3. What do you understand by the *operative* words in a conveyance? Exemplify your meaning by reference to a conveyance in fee.

4. A. grants land to B., giving certain covenants for title. Afterwards, by agreement, the deed is destroyed and the bargain cancelled. What effect has this upon the legal estate in the lands and the covenants in the deed?

5. What are sufficient acts of part performance to take an agreement for a lease out of the operation of the Statute of Frauds?

6. Has the word *demise* any, and if so, what implied signification?

7. What is the practice between conveyancers in carrying out a contract for the sale and purchase of lands?

CERTIFICATE OF FITNESS.

Smith on Contracts—The Statute Law.

1. Give the classes into which contracts are divided by the Common Law of England, with an example of each class.

2. State fully the peculiarities of a contract by deed noticed by Mr. Smith.

3. What are the two great differences between written contracts not under seal and verbal contracts? Illustrate your answer by examples.

4. A. agrees verbally with B. that if B. will take possession of a house upon its being properly furnished, A. will furnish it properly. Can this agreement be enforced? Give reasons for your answer.

5. What difference is there as to capability of being enforced between (a) a verbal lease for a year, and (b) an agreement for such lease? and what are the grounds of the distinction?

6. In what cases of contract will the law imply a request?

7. A. agrees with B. to pay him \$100 for assisting him, A., with a robbery, and pays over the money. B. refuses to assist him. Can A. recover the money back again? What is the general rule of which this case is an example, and what are the exceptions to such rule?

8. Will a verbal agreement for the sale of shares in a joint stock company which is seized of land as part of its assets be binding, and why?

9. What is the effect on a power of attorney of the death of the person granting the power? Can this effect be avoided in any way, and if so, how? State the provisions of any statutory enactment relating to the subject.

10. State fully, giving the grounds for your answer, the extent to which the laws of England affect the laws of property in the Province of Ontario.

Smith's Mercantile Law, the Statute Law, Common Law Pleading and Practice.

1. State the exceptions, given by Mr. Smith, to the general rule that one partner cannot sue another at law.

2. A., a member of a co-partnership borrows from B. \$1000 on his own credit, and the money the proceeds of the loan is applied to the use of A.'s firm. What remedy, if any, will B. have for the recovery of his loan, (a) against A., (b) against A.'s firm? Explain fully your answer.

3. Where a partner fraudulently gives the bill of the firm for his own debt; what remedy, if any, has the firm for the recovery back of the bill from the party fraudulently receiving it? Give reasons for your answer.

4. What is an *inland* and what a *foreign* bill? What is the necessity or use of protest in regard to each?

5. What is meant by *abandonment* in connection with maritime insurance? What is the effect of it? and what necessity is there for notice in regard to it? Explain your answer.

6. How is the authority of the master to hypothecate the ship in furtherance of the voyage in which he is engaged, limited?

7. "Where a surety has entered into a bond for payment in default of the principal debtor, and by parol agreement time has been given to the principal debtor, the surety is compelled to resort to a Court of Equity." On what reasons is the above assertion of Mr. Smith founded? Is the