

paid on a certain day, and the mortgagor is to hold possession until default? Before default the mortgagor deals fraudulently with the goods. What effect has this proceeding upon A.'s rights? Why?

4. A., a purchaser of goods from C., being unable to pay for them, transfers and delivers them to B. B. verbally promises C. to pay for these goods. C. sued B. for the goods, and B. sets up as a defence that the agreement should be in writing, because it was a promise to answer for the debt of another. How far is the defence good? Why?

5. How far can a surety revoke a continuing guarantee under seal where there is no reservation of such a power in the instrument? Is there any difference in the case of simple contracts of continuing guarantee?

6. Give examples of promises *implied in law*.

7. A. is a creditor of B., and as such holds valuable security. B. pays A. money, and in return therefor A. gives up his security. B. immediately thereafter makes an assignment for the general benefit of creditors. The assignee sues A. for the money paid him by B. What test would be applied to the transaction, and what would be A.'s rights? Why?

8. What statutory provision is there by which an assignee for benefit of creditors can have a claimant who does not furnish particulars of claim barred?

9. On what material can you obtain an order for replevin?

10. When may relief by way of interpleader be granted, and on what point must the applicant satisfy the Court?

Benjamin—Smith.

Examiner—R. E. KINGSFORD.

1. What are the three general grounds of *illegality* of contracts at common law?

2. What is the effect, if any, as regards the Statute of Limitations of a written acknowledgment of a debt containing a promise to pay it upon a certain condition?

3. Goods are sold in Montreal, to be delivered in Toronto. When delivered to the railway company in Montreal, they are in good order, but on the way become unavoidably deteriorated by the conveyance. Must the loss be borne by the vendor or vendee? Why?

4. What is the difference between a *lease* and an *agreement for a lease*, as regards the necessity for a writing?

5. A. sends by mail to B. an offer to sell him goods at a certain price, and the next day he mails a letter revoking the offer. B., after the mailing of the revocation, but before receiving it, mails a letter to A., accepting the offer. Is there any contract? Why?

6. How far does delivery of goods to a carrier go towards constituting an *acceptance* and *receipt* to satisfy the Statute of Frauds?

7. A. sells to B. for \$30 a stack of hay standing on A.'s farm. The hay is to remain where it is for three months, and is to be paid for before removal. Before the three months expire, and before removal, or payment, the hay is burnt without the fault of any one. Who bears the loss, and why?

8. Explain briefly the difference between a *condition precedent*, and a *warranty*.

9. Goods which have been sold remain in possession of the vendor. The vendee having made default in payment of the price, the vendor re-sells the goods. Is he liable to an action by the vendee? If so, in what way, and for what amount?

10. A. and B. enter into a written contract by which A. is to serve B. for six months, at \$20 per month. In an action by A. for his wages, will B. be permitted to give parol evidence to show that a week after the written contract was made, it was verbally agreed that in consideration of certain privileges to A. he was to receive only \$15 per month instead of \$20? Give reasons.

Equity.

Examiner—P. H. DRAYTON.

1. Are contracts, entered into with lunatics, void, or voidable only? Explain.

2. What are the provisions of the Act 27 Eliz., c. 4? Are they in any way affected by Provincial Legislation, if so, how?

3. A. believes himself to be the owner of a certain lot in Toronto, and on the faith of such belief proceeds to erect thereon a valuable building; it turns out on an action of ejectment brought by B., that he, B., is the true owner. Can A. obtain any compensation? Reasons for your answer.