

(a) State fully the procedure necessary to put the accused on his trial before and since the code.

(b) To what extent may his deposition be used against him at his trial on both charges?

REAL PROPERTY.

Examiner: A. C. Galt.

1. How may a purchaser's right to a clear title be re' lited? Give illustrations.

2. Explain the liability of a vendor, in an open contract of sale, with respect to furnishing an abstract, showing when he need not cover 60 years, and when he must exceed that period.

3. What is a *perfect* abstract, and how far (if at all) is it impaired by the existence of an unregistered instrument essential to the title, but disclosed by the abstract?

4. Distinguish between matters of title and matters of conveyance.

5. A solicitor's abstract shows an unregistered deed 59 years old. Could it have been registered at the time of its date?

6. A plaintiff relies upon a registered title and offers in evidence the Registrar's abstract. Is the abstract evidence

(1) Of the title generally;

(2) Of any particular instrument mentioned in it?

7. A purchaser in the course of his investigation of the title acquires actual notice of an equitable interest in favour of a third party, outstanding, but unregistered.

Explain whether the purchaser is or is not affected by this equitable interest

8. Explain the advisability of a man's making a will, even when he desires to make the same distribution as regards beneficiaries as would follow an intestacy.

9. A clause in a will contains marks of punctuation which materially affect the meaning of the clause, but which are omitted in the probate.

Is it open to the court to look at the original will, and to adopt the construction thereby indicated?

10. Equal legacies are given to several executors, and there is a residue of personalty undisposed of by the will. The executors claim the residue for themselves.

What is the presumption of law applicable to such a case?

11. Explain whether a verbal agreement to purchase lands can or cannot be enforced against a purchaser:

(1) Where the sale is by auction as directed by the court;

(2) Where the sale is conducted by the Master in Ordinary himself.

12. A. enters into a verbal agreement for a lease for two years, to commence ten days from date at a fixed rent.

Is the agreement enforceable against him?

13. After an abortive auction sale of lands the auctioneer finds a purchaser who is willing to buy at an advance of \$100 beyond the reserve bid, and the auctioneer thereupon agrees to sell the lands to him, and receives a deposit of \$100.

The owner objects to carry out the sale. What are the purchaser's rights?

14. To what extent are Local Judges of the High Court empowered to deal with applications for an injunction?

15. A devise to M. and his children. How is this interpreted? Is the interpretation affected by the circumstances of M.'s having or not having any children when the devise takes effect?