

Law Students' Department.

IN this issue we continue the papers set at the examination before Hilary Term, 1888.

LAW SOCIETY EXAMINATION QUESTIONS.

FIRST INTERMEDIATE.

REAL PROPERTY.

Honors.

1. Show clearly the distinction between a contingent remainder, and an executory devise.
2. What is meant by merger of estates, and what exception is there to the general rule?
3. State some of the changes made by modern legislation in the law respecting the property of married women.
4. What is a manor? Do they exist in Ontario? Why?
5. What is the Rule in Shelley's case? Give an example of its application.
6. What are the different parts of a modern conveyance?
7. What is meant by tacking? How is it affected by the Registry Act?

SMITH'S COMMON LAW.

Honors.

1. Define and distinguish *easement* and *profits à prendre*.
2. A, in France, draws a bill of exchange on B, who lives in England, and accepts it there. The bill is payable in Holland. By the law of what country are the obligations of the drawer and acceptor respectively determined?
3. In the case of the death of a person from injuries sustained in a railway accident caused by the negligence of the company, can his administrator recover damages for the benefit of the estate? If so, under what circumstances?
4. Explain the meaning and effect of *abandonment* in the law of insurance.
5. A and B are occupants of adjoining fields, divided by a fence belonging to A. What are their respective liabilities in the following cases: (a) A's cattle get over the fence upon B's land through the defective state of

the fence; (b) A's cattle get over the fence upon B's land although the fence is good; (c) B's cattle get over the fence upon A's land through the defective state of the fence; (d) B's cattle get over the fence upon A's land although the fence is good? Explain the principles.

6. Are the admissions of a wife ever good evidence against her husband? If so, when?

7. Will the following be admissible as secondary evidence of the contents of a written instrument: (a) the evidence of a witness who has read the original, although a copy is in existence; (b) a copy of a copy? Reasons.

CONTRACTS—STATUTES.

Honors.

1. "A contract executed upon one side can be discharged before breach without consideration." Is this true? Explain fully.
2. Point out the distinctions which have been drawn between *representations*, *conditions*, and *warranties* in their effect on contracts.
3. In condition of certain services A verbally promises land to B. The services are performed, but A refuses to convey the land as promised. Can B compel A to convey? Why?
4. How were the common law rules as to assignment of contracts modified by equity?
5. A sells a sewing machine to B on trial with a right to return by a limited time, A making at the same time certain representations as to the prizes taken at fairs by such machines. These statements were untrue. While the machine is in B's custody it is damaged. He offers to return it within the limited time, but A refuses to accept it on account of the damage done. Who is right? Why?
6. Does a contract between two persons impose any duty on third persons? If so, what?
7. "A promise to be binding must be made in contemplation of a present or future benefit to the promisor." Discuss the proposition.

EQUITY.

Honors.

1. What declarations of trust require to be in writing? Are there any exceptions to such?
2. Is a contract obtained by fraud void, or voidable, and at whose election? Under what circumstances would the party plaintiff be