

against in an action *ex contractu*, in an action *ex delicto*, or in a *criminal prosecution*.

3. Give an instance of a wrongful act which renders the wrongdoer liable to two separate actions by two different plaintiffs for injury to the same person or property.

4. Mention any exceptions to the rule that a man can only be tried once for the same crime.

5. Distinguish *burglary* from *housebreaking*.

6. On a trial for murder, on whom does the burden of proof lie, as to the question of malice aforethought? Why?

7. Distinguish *riot* from *unlawful assembly*.

8. What is the present doctrine of our criminal law as to *insanity* forming a defence to an indictment for murder?

9. Under what circumstances may a *dying declaration* not made upon oath be received in evidence on a criminal trial?

10. What is the general rule as to the way in which *penal* statutes, and statutes *against fraud* should be construed? Reasons.

EQUITY.

1. State the general rule as to the liabilities of trustees for the acts of their co-trustees. What, if any, difference is there in such liability in cases of private trusts and those of a public nature?

2. In cases of election what do you understand by the statement, "The intention to dispose must in all cases appear in the will"?

3. A sells a building lot to B, exhibiting to him at the time a plan made by him showing a portion of his land as a public park. Some time after A proceeds to build on the land shown on the plan as a park; has B any remedy, if so, what?

4. What, if any, distinction is there in the relief granted by equity in an action for the delivery up of void and voidable instruments respectively?

5. A, who is lessee from B of a certain farm, contracts verbally with him, B, for the purchase of it. B refuses to carry out the contract, and A brings an action for specific performance, setting up possession as sufficient to take the contract out of the statute. State who should succeed, giving reasons.

6. What, if any, Provincial legislation is there providing for improvements made under mistake of title?

7. Under what circumstances will a Court of Equity allow a separate debt to be set off against a joint debt?

8. An infant representing himself to be of full age conveys a property to B, and seeks, afterwards to have contracts set aside on account of his nonage. Can he succeed? Explain general law.

9. Distinguish between a mortgage and a pledge.

10. What do you understand by the term subrogation?

CONTRACTS—EVIDENCE—STATUTES.

1. "A proposal when accepted becomes a contract." How far may a proposal, before acceptance, become a contract in English law?

2. What exception is there to the rule that the revocation of a proposal takes effect only when it is communicated to the other party?

3. How far is a contract made by a man who is drunk, valid?

4. "No third person can become entitled by the contract itself to demand the performance of any duty under the contract." What exceptions are there to this rule?

5. When conditions are prescribed by statute for the conduct of any particular business, and such conditions are not observed, when are agreements made in course of such business void or valid?

6. How far, and under what safeguards, is the evidence of children admissible?

7. What are the presumptions which the law makes against misconduct?

8. What are the exceptions to the rule excluding second-hand evidence? Explain the principle on which each exception is allowed.

9. In what cases may agreements be made with residents out of Canada for service in Ontario?

10. In a proceeding before a County Court a counter-claim of the defendant involves matter beyond the jurisdiction of the court. How far does this affect the competence of the court to deal with the case?

LORD NORBURY, while on circuit, being attacked by illness, sent to the Solicitor-General to ask for the loan of a pair of slippers. "Take them," said the Solicitor-General to the servant, "with my respects, as I expect soon to have his lordship's shoes."