Second Year Scholarship.

Snell's Equity.

1. Distinguish between trusts executed and trusts executory. Give an example of each. In what respect will their construction differ?

2. In what respect may the Court of Chancery be said to favour charities?

3. In whose favour will the Court presume an advancement when property is purchased in the name of another? Does a married woman, with respect to purchases made out of her separate estate, stand in the same position as a man in respect to purchases made by him in the name of another?

4. What are the rules as to devolution of property where the purposes for which *conversion* has been directed have partially failed before the instrument directing the conversion has come into operation?

5. Can a mortgagee in possession after default of payment of the money due upon the mortgage make a valid lease? Discuss the position of the parties.

Third Year's Scholarship.

Taylor's Equity Jurisprudence.

1. In what cases will the Court aid the defective execution of a power?

2. In what cases will the court relieve on the ground of mistake? Two persons are jointly bound by a bond; the obligee releases one, supposing that the other will remain bound. Is there any relief in Equity?

3. In what cases will the Court relieve on the ground of misrepresentation?

4. Distinguish between contracts of insurance and contracts of suretyship, as to the effect of non-disclosure of material circumstances.

5. After a contract for the sale of real estate has been made in writing, a variation of the terms is agreed to. Can evidence of this variation be given in a suit for the specific performance of the agreement?

Third Year Scholarships.

Fisher on Mortgages—Real Property Statutes.

1. Show clearly the distinction between a mortgage and an absolute conveyance with the condition that the grantor may repurchase within a certain time.

2. After litigation commenced, the plaintiff and defendant agree to settle their differences, the defendant paying to the plaintiff a certain sum. The plaintiff then refuses to pay his solicitor's bill of costs, and being worthless, the amount cannot be recovered from him. Has the solicitor any claim for his costs against the defendant? Answer fully; state the ground of the right, the circumstances under which it would arise, and the mode of its enforcement.

3. When will an account against a mortgagee in possession be taken with rests, and when not?

4. Is there any obligation upon an adult or infant tenant in tail, or upon a tenant for life, or upon a tenant for life with an absolute power of appointment, to keep down interest upon a mortgage?

5. What are the rules as to the costs of a defendant in a mortgage case who disclaims?

REVIEWS.

Munger on the Application of Payments by Debtor to Creditor: A treatise on the application of payments by debtor to creditor; being a complete compilation of the law pertaining to the rights of debtor and creditor respectively; and also giving the various rules for the guidance of the Courts when no appropriation has been made by the parties. George G. Munger, late Judge of Munroe County, N.Y. New York: Baker, Voohris & Co., 66 Nassau St., 1879. Carswell & Co., 66 Adelaide St., Toronto.

This supplies a want to many who would otherwise have collected their information from a number of books. The author, in his preface, says:—

> "Having occasion to make a thorough examination of the principles regulating the Application of Payments by Debtor to Creditor, he found the learning upon the subject in a very fragmentary condition. He discovered that not only was there no separate treatise embodying the law in clear and concise form, but even that there was not any systematic and exhaustive collection of its doctrines and rules anywhere."

The law on this subject being general the book will be of as much advantage here,