2. Where skilled labour has to be expended upon a thing sold before the contract is executed and the property transferred, in what case does the contract come within the Statute of Frauds?

3. In what respect do the rights to rescind a contract obtained bv undue influence differ from those of rescission where the contract has been obtained by fraud?

4. What exceptions to the general rule that the written record of a contract must not be varied or added to by verbal evidence of what was the intention of the parties?

5. What are the characteristics of *negotiability* in instruments? Illustrate by example.

6. What is the difference between *substituted contracts* and *waiver?*

7. What is a *protest* of a bill or note? What is *notice of dishonor?*

Smith's Common Law.

Examiner—R. E. KINGSFORD.

1. In what cases may an *assault and battery* be justified?

2. In what cases can a private individual justifiably cause the arrest of another person without a warrant?

3. In an action for malicious prosecution or malicious arrest, what must the plaintiff prove?

4. What are the requisites in an agreement for the sale of goods for the price of $40.00? Why?

5. What is the remedy in case of breach of warranty (1) on an executory contract; (2) where there has been an absolute sale of an article *in esse* with a warranty?

6. What is the difference in result where a particular agent exceeds his authority, from that where a general agent exceeds his authority?

7. Mention the modes of redress of private injuries *by the mere act of the parties.*

Equity.

Examiner—P. H. DRAYTON.

1. Define constructive fraud, and give an example.

2. What distinction (if any) is there between trustees and executors, in regard to the effect of their joining in receipts?

3. What is meant by the maxim Equity imputes intention to fulfil an obligation? Illus-

4. Define mistake as remediable in Equity. What mistake of law is considered as equivalent to a mistake of fact, and why?

5. Into what different classes are accounts divided?

6. A. makes a mortgage to B. for $1,000, with interest at the rate of 6 per cent. The mortgage contains a proviso that if interest be not regularly paid, the mortgagor shall pay 7 per cent. Is such a proviso good? if not, why not?

7 What is meant by the term "election" as used in Equity?

Real Property.

Examiner—P. H. DRAYTON.

1. Distinguish between a reversion and a remainder?

2. State the reasons which led to the passing of the Statute of Uses, and state how, if in any way, the provisions of the statute were avoided?

3. Give an example of a tenant in tail after possibility of issue extinct.

4. What is meant by an estate in land?

5. What is an "*interesse termini*"?

6. Distinguish between a joint tenancy and a tenancy in commom.

7. What is the provision of the Statute of Frauds with regard to leases for a fixed number of years?

SECOND INTERMEDIATE.

Personal Property and Judicature Act.

Examiner—R. E. KINGSFORD.

1. Define a *Warranty*, and distinguish Breach of Warranty from Fraud.

2. Why are Trustees of Personal Estate property constituted joint owners?

3. Name and define the kinds of chattels which descend to the *heir?*

4. How far is the rule against perpetuities applied as respects interests in personal estate? Why?

5. In an action for partnership account, what steps can the plaintiff take to obtain the account and how soon can he take them?

6. In what case, the defendant being in default, of pleading can the plaintiff enter final and interlocutory judgment simultaneously?