

3. On a sale by sample of goods, what is the effect if the sample had a defect in manufacture not known to the parties?

4. A. means to sell goods to B. & Co. C. gets the goods from A. by falsely representing himself as a member of the firm, and authorized to act for them. How far will a sale or pledge by C. of the goods be valid as against A.?

5. Where a document is partly favorable to a party, and partly unfavorable, how far is the document admissible as evidence?

6. How far do interlineations or alterations vitiate a document as evidence.

7. In case of conflicting presumptions, which class prevail? Give instances.

8. What are the limits as to the right to compel a witness to answer degrading questions?

9. What are the advantages of direct over presumptive evidence, and of presumptive evidence over direct evidence?

10. A payment of part in discharge of the whole of a debt is made in a foreign country where acceptance of such payment has the effect of a release. What effect would such payment have in Ontario, where it is not valid?

#### *Real Property and Wills.*

*Examiner: P. H. DRAYTON.*

1. A., about to marry B., instructs his solicitor to prepare a draft settlement of certain property on B. Before final approval, settlement was abandoned on A.'s verbal promise that he would forthwith execute a will, leaving the property to B., which accordingly was executed immediately after the marriage; it was subsequently revoked. State whether or not such would amount to part performance to take agreement out of the statute. Reasons.

2. What is the meaning of the words "die without issue" in wills before the Wills Act, and what its meaning now?

3. A. makes a deed of a lot and house in Toronto to B., who puts it in his vault, not registering it. Sometime after he registers it; in the meantime *fi. fa.* lands against lands of A. have been placed in the sheriff's hands. How is B.'s property affected?

4. A mortgagor dies after 1st July, 1886, intestate. How, if in any way, can the mortgagee realize on his mortgage, the same being in default where no letters of administration are taken out?

5. Is there any distinction between sales of real estate for taxes, and sales of real estate under sheriff's execution, with regard to dower?

6. What is the rule with regard to payment of interest on purchase money (1) in cases where there is express stipulation in agreement for payment of interest; (2) where it is silent on the same?

7. A. enters into a contract with B. to sell him a house in Belleville belonging to him. He writes B., "will sell you my house in Belleville for \$5,000;" B. replies, "will agree to purchase at

figure named." Give your opinion as to the liability in a suit of specific performance by either party in such a case, with reasons.

8. Why are wills required to be registered?

9. What provision, if any, is there under the Devolution of Estates Act as to the affidavits of value to be made by an administrator seeking for letters of administration?

10. State the law with regard to crops as between vendor and vendee when agreement is silent as to same.

#### *Equity.*

*Examiner: P. H. DRAYTON.*

1. A. and B. are partners in a mercantile business. Both partners have private property. Executions are placed in the sheriff's hands by both firm creditors and private creditors. The whole of the assets are insufficient to satisfy such executions. How will they rank upon the respective properties?

2. What relief will a Court of Equity grant in the (a) non-execution of a power; (b) the defective execution of a power; (c) the non-execution of a trust; (d) the defective execution of a trust?

3. What provision is there as to summary applications in cases of alleged fraudulent conveyances?

4. A., an express trustee, in breach of his trust conveys a portion of the trust estate to a purchaser for value without notice. Ten years elapse when he (A.) purchases the same, and claims to hold it as his own. His former *cestui que trust* brings an action for its recovery. A. defends the same, relying on the Statute of Limitations, and the fact of his having bought from a purchaser for value without notice. Who should succeed, and why?

5. Where there has been partial failure of the purposes for which conversion is directed, what distinction, if any, is there as to the application of the doctrine to cases where it is directed by deed, and where it is directed by will?

6. State the general law in respect of copy-rights in books, and in case of maps and charts. What would you consider as conclusive evidence that the one was a copy of the other in the absence of direct evidence?

7. A. is a patent medicine vendor; B. is an employee of his, and as such obtains the secret ingredients of a non-patented medicine; he leaves his master and proceeds to manufacture and sell the medicine. A. seeks to have him restrained by injunction. Can he succeed? Explain.

8. Explain the principle on which Courts of Equity proceed in decreeing specific performance.

9. State generally the effect of conditions annexed to gifts and legacies in restraint of marriage. Illustrate by examples.

10. What are the rules which have been adopted by the Court in respect of resulting trusts in gifts to charities?