

## LAW STUDENTS' DEPARTMENT.

7. What law (as between countries where the death, domicile, and distribution of assets take place) determines priorities of creditors and the fund out of which they shall be paid?

*Smith's Common Law—Con. Stat. U. C. cap. 42 & 44, and Amending Acts.*

1. Under what circumstances will it be lawful forcibly to eject a person from your house? Answer as fully as you can.

2. It is said that an account stated will not support a promise to pay at a future day. Explain this fully, giving reasons for the truth of this statement.

3. In how far is a husband chargeable with goods supplied to his wife by a tradesman?

4. Define the term "dormant partner" and "nominal partner." To what extent is each liable to third persons?

5. In how far is a master responsible for an injury happening to one of his servants in consequence of the negligence of another of his servants?

6. Must the expenses of noting and protesting a dishonoured promissory note be specially declared for in order that the same may be recovered? Give the reasons for your answer.

7. Can an action be successfully brought on a verbal representation made by A as to the character of B, to the intent that B should obtain credit from C thereupon? Give the reasons for your answer.

## CERTIFICATE OF FITNESS.

*Leith's Blackstone.—Real Property Statutes.*

1. Give the definition of rent. State accurately its essentials.

2. Within what period should a will be registered? What is the effect of non-registration?

3. A remainderman and a reversioner die pending the prior estate. From whom will descent be traced under the various periods?

4. What is the meaning in the statute of Victoria as to descent of the words "where the estate shall come to the intestate on the part of the father or mother?"

5. What is the meaning of recent legislation as to tenancy by the curtesy?

6. Can an action be maintained upon a bond, the condition of which is to do an act contrary to law or *malum in se*, or to do something which becomes impossible to be done?

7. What is the effect of the Statute as to the right of a widow to dower out of improvements which may have been placed upon land at times subsequent to her marriage?

8. What are the provisions of the Statute as to the mode of pleading in cases of prescription?

9. When does the right to enjoy an easement over land become absolute when the land is vested in one person for life with remainder to another in fee?

10. What proceedings must be taken, and within what periods, in order that a mechanic may have a lien upon lands upon which he has expended labour or material?

## CERTIFICATE OF FITNESS.

*Smith on Contracts—The Statute Law.*

1. Give a short summary of the statutory security given to mechanics, builders, and others for work done and materials provided upon buildings, beyond the ordinary Common Law remedies.

2. To what extent is an innkeeper liable to his guest for the safety of the goods of the guest brought to the inn? Answer fully, referring to any statutory enactment relating thereto.

3. What is an escrow? State accurately its essentials, referring to any decisions affecting the same mentioned by Mr. Smith.

4. A contract by deed requires no consideration to support it. Give exceptions to this rule, with reasons for the same.

5. What was the decision arrived at in the leading case of *Wain v. Warlters* in consequence of the use of the word *agreement*, in the fourth section of the Statute of Frauds? What subsequent legislation has taken place in relation to the law as laid down in that and kindred cases?

6. Distinguish between *executed* and *executory* considerations, and explain fully the expression that an *executed* consideration must have arisen from a previous request by the person promising, in order that it may be sufficient to support the *promise*.

7. A and B agree together that B is to furnish A with the money to pay premiums, and that A will with such money insure his life for the benefit of B. Will a policy issued under such an arrangement be binding? If so, why? If not, why not?

8. A loses \$100 to B at cards and accepts a bill for the amount. B discounts the bill with C, who has no notice of the way in which it was obtained, for the full amount of the bill. What remedy has C against the acceptor, and why? Refer to any Statutes affecting your answer.