

EXAMINATION PAPERS.

demised premises in repair during the term of the lease, but without any fault on his part the property is destroyed by fire. Will he be liable on his covenant? Give reasons.

3. A. is the owner of a piece of land and agrees to sell it to B. for a price named. From independent inquiries made before the time of the contract, B. believes there are 100 acres, while A. knows, and the fact is, that there are only 75 acres. After payment of the purchase money B. discovers his error and brings action to rescind the contract on the ground of mistake. What are the rights of the parties? Explain.

4. A post-nuptial settlement of the husband's property is upon its face expressed to be made in pursuance of ante-nuptial marriage articles, but by mistake an estate in fee is thereby conferred upon the wife instead of an estate tail, as provided for by the articles. Can the husband obtain any relief? Explain.

5. A. is the owner of a piece of land, and B. is mortgagee thereof. The owner procures the mortgagee to execute a discharge of the mortgage upon the representation that it will be paid off in a few days. The owner thereupon registers the discharge and sells the land to C., who has no notice that the mortgage has not been paid off. B. brings action for foreclosure, which C. defends. What are the rights of the parties? Explain.

6. With regard to voluntary trusts, what distinction does equity draw between enforcing trusts executed and trusts executory?

7. A testator makes a bequest for charity to such persons as he shall afterwards name as executors. He dies without having named any executor. Will the bequest be valid? Explain.

Real Property.

1. Explain what is meant by *tenure*; and state the effect of the Statute of *Quia Emptores* upon the doctrine of tenures.

2. Define *primogeniture*. Is the law of primogeniture in force in Ontario? Can the owner of an estate prevent the operation of the law of primogeniture, and if so, how?

3. On the death intestate of a tenant in tail, how does the estate descend? Why?

4. What is the earliest form of conveyance of land mentioned by Mr. Williams?

5. What was the origin of *Uses*? Explain the intention and effect of the Statute of *Uses*.

6. How long a period of time is allowed for the registration of a will? What is the effect of non-registry within the time allowed?

7. Name and explain the three kinds of incorporeal hereditaments.

Anson on Contracts and Statutes.

1. Give examples under the rule that Courts of Law hold a consideration to be unreal if it be impossible upon the face of it, or so vague in its terms as to be practically impossible to enforce.

2. Give the distinction drawn by Anson between Fraud and Misrepresentation.

3. Give examples of contracts void as tending to encourage litigation.

4. Give common rule as to the assignment of *rights* and *liabilities* under a contract. How has the common law rule been affected by statute?

5. Give exceptions to the rule that verbal evidence cannot be admitted to vary the written record of a contract.

6. What is the statutory consequence of an endorser of a promissory note failing to write his address after his name on the note?

7. State in general terms the cases in which the remedy of specific performance of a contract will not lie.

Anson on Contracts and Statutes.

(Honors.)

1. Discuss the proposition that an offer need not be made to an ascertained person in order that it may be binding.

2. Point out any difference between the note or memorandum in writing which will be sufficient to satisfy the 17th section of the Statute of Frauds, and that which will be sufficient under the 4th section.

3. To what extent is a purchaser of goods who is unable to inspect the thing purchased, protected by operation of law from mistakes as to the quality of the thing purchased? Answer fully.

4. Give a short history of the law respecting wagering contracts.

5. Distinguish between the words "void," "voidable," and "unenforceable," as applied to contracts, giving an example of each kind.

6. What rights are conferred on the assignee by the assignment of a bill of lading. Distinguish in your answer between Common Law and Statutory Rights.

7. Write short notes on the difference between Courts of law and equity, as to construction of terms of contracts respecting time and penalties. Give effect of any statute law on the subject.
