

LAW STUDENTS' DEPARTMENT.

requires that an executory contract for the sale of goods over forty dollars should be evidenced by a writing. I must administer the law as I find it, leaving the responsibility with the legislators, and I have always thought, and still think, that the fifth section of our Statute of Frauds ought to be repealed, for I am of opinion that in the present state of society and commercial habits it causes more frauds than it prevents.

LAW STUDENTS' DEPARTMENT.

In our last number we published a letter from "A Student," complaining of a want of courtesy on the part of a Q.C. We have since heard from the gentleman referred to, and it is quite plain that our supposition was correct, namely, that he did not suppose that the student "was asking a *bonâ fide* question." It was looked upon by him as a joke, and so treated. The name of the Q.C., without more, would be a sufficient guarantee, not only that no discourtesy could have been intended, but that he was thoroughly competent to enlighten our correspondent, had times and circumstances been favourable for a dissertation on the points propounded.

EXAMINATION PAPERS. MICH. TERM, 1879.

FIRST INTERMEDIATE.

Smith's Manual of Equity.

1. Will the Court of Chancery restrain the publication of letters by the receiver of them where the sender has not assented to the publication? What is the principle upon which the Court acts in granting or refusing such injunction?

2. At whose instance may a bill to establish a will be filed?

3. Under what circumstances will the Court decree the cancellation and delivery up of void instruments?

4. Under what circumstances will the Court of Chancery make an allowance for maintenance of an infant out of his estate, notwithstanding that the father is able out of his own property to maintain him?

5. State clearly what you understand by the separate estate of a married woman.

6. A testator devises property worth \$1,000 to A which belongs to B, and bequeaths to B the sum of \$1,000. In case B refuses to comply with the will, can he claim the legacy?

7. What difference is there between the lien for costs which a solicitor has upon papers and money in his hands?

SECOND INTERMEDIATE.

Leith's Blackstone—Greenwood on Conveyancing.

1. After an agreement for a lease, is the lessor bound to show title on the request of the lessee? What is the consequence if he refuse to do so?

2. Whose duty is it to prepare the drafts and the engrossments of the instruments for the carrying out of agreements for sales and leases?

3. What would be the proper form of the reddendum clause in a lease made by a mortgagor and mortgagee of real estate, the mortgage not being overdue?

4. What were the five different modes of ouster? Distinguish between them?

5. Apply the maxim *de minimis non curat lex* to lands acquired by *alluvion* or by *dereliction*.

6. What is ameliorating waste? To what extent is it not permissible?

7. Must a surrender be in writing? Answer fully, distinguishing between various circumstances and cases.

FIRST YEAR SCHOLARSHIP.

Williams on Personal Property.

1. Give the principal provisions of the Act (known as Lord Tenterden's Act) which require certain contracts to be in writing.

2. What is meant when it is said that certain contracts of insurance are contracts of indemnity? Explain fully, and give an example in which such a contract is one of indemnity, and one in which it is not.

3. In what different ways do the Courts of Equity and Law view the case of a bequest of personal chattels to A for life, with a bequest over to B upon A's death? What is the ground of the view taken at Law? In what form would you draw such bequests?

4. What is the difference between a legally constituted executor and an executor *de son tort* (1), as to their liability (2) as to their privileges?

5. What is the meaning of the maxim *actio personalis moritur cum persona*? What exceptions are there now to its generality?